

DEPOSITS

The custodian may require a deposit against costs for reproducing documents sought through an anonymous request whenever the custodian anticipates that the documents requested will cost in excess of \$5 to reproduce.

Where a special service charge is warranted under OPRA, that amount will be communicated to you as required under the statute. You have the opportunity to review and object to the charge prior to it being incurred. If, however, you approve of the fact and amount of the special service charge, you may be required to pay a deposit or pay in full prior to reproduction of the documents.

YOUR REQUEST FOR RECORDS IS DENIED FOR THE FOLLOWING REASON(S):

(To be completed by the Custodian of Records – check the box of the numbered exemption(s) as they apply to the records requested. If multiple records are requested, be specific as to which exemption(s) apply to each record. **Response is due to requestor as soon as possible, but no later than seven business days.**)

N.J.S.A. 47:1A-1.1

- ☐ Inter-agency or intra-agency advisory, consultative or deliberative material
- ☐ Legislative records
- ☐ Law enforcement records:
 - ☐ Medical examiner photos
 - ☐ Criminal investigatory records (however, N.J.S.A. 47:1A-3.b. lists specific criminal investigatory information which must be disclosed)
 - ☐ Victims' records
- ☐ Trade secrets and proprietary commercial or financial information
- ☐ Any record within the attorney-client privilege
- ☐ Administrative or technical information regarding computer hardware, software and networks which, if disclosed would jeopardize computer security
- ☐ Emergency or security information or procedures for any buildings or facility which, if disclosed, would jeopardize security of the building or facility or persons therein
- ☐ Security measures and surveillance techniques which, if disclosed, would create a risk to the safety or persons, property, electronic data or software
- ☐ Information which, if disclosed, would give an advantage to competitors or bidders
- ☐ Information generated by or on behalf of public employers or public employees in connection with:
 - ☐ Any sexual harassment complaint filed with a public employer
 - ☐ Any grievance filed by or against an employee
 - ☐ Collective negotiations documents and statements of strategy or negotiating
- ☐ Information that is a communication between a public agency and its insurance carrier, administrative service organization or risk management office
- ☐ Information that is to be kept confidential pursuant to court order
- ☐ Certificate of honorable discharge issued by the United States government (Form DD-214) filed with a public agency
- ☐ Social security numbers
- ☐ Credit card numbers
- ☐ Unlisted telephone numbers
- ☐ Drivers' license numbers
- ☐ Certain records of higher education institutions:
 - ☐ Research records
 - ☐ Questions or scores for exam for employment or academics
 - ☐ Charitable contribution information
 - ☐ Rare book collections gifted for limited access
 - ☐ Admission applications
 - ☐ Student records, grievances or disciplinary proceedings revealing a students' identification
- ☐ Biotechnology trade secrets N.J.S.A. 47:1A-1.2
- ☐ Convicts requesting their victims' records N.J.S.A. 47:1A-2.2
- ☐ Ongoing investigations of non-law enforcement agencies (must prove disclosure is inimical to the public interest) N.J.S.A. 47:1A-3.a.
- ☐ Public defender records N.J.S.A. 47:1A-5.k.
- ☐ Upholds exemptions contained in other State or federal statutes and regulations, Executive Orders, Rules of Court, and privileges created by State Constitution, statute, court rule or judicial case law N.J.S.A. 47:1A-9
- ☐ Personnel and pension records (however, the following information must be disclosed:
 - An individual's name, title, position, salary, payroll record, length of service, date of separation and the reason for such separation, and the amount and type of any pension received

- When required to be disclosed by another law, when disclosure is essential to the performance of official duties of a person duly authorized by this State or the US, or when authorized by an individual in interest
- Data contained in information which disclose conformity with specific experiential, educational or medical qualifications required for government employment or for receipt of a public pension, but not including any detailed medical or psychological information N.J.S.A. 47:1A-10

N.J.S.A. 47:1A-1

- ☐ "a public agency has a responsibility and an obligation to safeguard from public access a citizen's personal information with which it has been entrusted when disclosure thereof would violate the citizen's reasonable expectation of privacy."

Burnett v. County of Bergen, 198 N.J. 408 (2009). Without ambiguity, the court held that the privacy provision "is neither a preface nor a preamble." Rather, "the very language expressed in the privacy clause reveals its substantive nature; it does not offer reasons why OPRA was adopted, as preambles typically do; instead, it focuses on the law's implementation." "Specifically, it imposes an obligation on public agencies to protect against disclosure of personal information which would run contrary to reasonable privacy interests."

Executive Order No. 21 (McGreevey 2002)

- ☐ Records where inspection, examination or copying would substantially interfere with the State's ability to protect and defend the State and its citizens against acts of sabotage or terrorism, or which, if disclosed, would materially increase the risk or consequences of potential acts of sabotage or terrorism.
- ☐ Records exempted from disclosure by State agencies' proposed rules.

Executive Order No. 26 (McGreevey 2002)

- ☐ Certain records maintained by the Office of the Governor
- ☐ Resumes, applications for employment or other information concerning job applicants while a recruitment search is ongoing
- ☐ Records of complaints and investigations undertaken pursuant to the Model Procedures for Internal Complaints Alleging Discrimination, Harassment or Hostile Environments
- ☐ Information relating to medical, psychiatric or psychological history, diagnosis, treatment or evaluation
- ☐ Information in a personal income or other tax return
- ☐ Information describing a natural person's finances, income, assets, liabilities, net worth, bank balances, financial history or activities, or creditworthiness, except as otherwise required by law to be disclosed
- ☐ Test questions, scoring keys and other examination data pertaining to the administration of an examination for public employment or licensing
- ☐ Records in the possession of another department (including NJ Office of Information Technology or State Archives) when those records are made confidential by regulation or EO 9.

Other Exemption(s) contained in a State statute, resolution of either or both House of the Legislature, regulation, Executive Order, Rules of Court, any federal law, federal regulation or federal order pursuant to N.J.S.A. 47:1A-9.a.

(Please provide detailed information regarding the exemption from disclosure for which you are relying to deny access to government records. If multiple records are requested, be specific as to which exemption(s) apply to each record.)

REQUEST FOR RECORDS UNDER THE COMMON LAW

If, in addition to requesting records under OPRA, you are also requesting the government records under the common law, please check the box below.

A public record under the common law is one required by law to be kept, or necessary to be kept in the discharge of a duty imposed by law, or directed by law to serve as a memorial and evidence of something written, said, or done, or a written memorial made by a public officer authorized to perform that function, or a writing filed in a public office. The elements essential to constitute a public record are that it be a written memorial, that it be made by a public officer, and that the officer be authorized by law to make it.

- ☐ Yes, I am also requesting the documents under common law.

If the information requested is a "public record" under common law and the requestor has a legally recognized interest in the subject matter contained in the material, then the material must be disclosed if the individual's right of access outweighs the State's interest in preventing disclosure.

Please set forth your interest in the subject matter contained in the requested material:

challenges to denials of OPRA requests. A challenge to the denial of access under the common law can be made by filing an action in Superior Court.

1. All government records are subject to public access under the Open Public Records Act ("OPRA"), unless specifically exempt.
2. A request for access to a government record under OPRA must be in writing, hand-delivered, mailed, transmitted electronically, or otherwise conveyed to the appropriate custodian. N.J.S.A. 47:1A-5.g. The seven (7) business day response time does not commence until the records custodian receives the request form. If you submit the request form to any other officer or employee of the **Name of Agency**, that officer or employee must either forward the request to the appropriate custodian, or direct you to the appropriate custodian. N.J.S.A. 47:1A-5.h.
3. Requestors may submit requests anonymously. If you elect not to provide a name, address, or telephone number, or other means of contact, the custodian is not required to respond until you reappear before the custodian seeking a response to the original request.
4. The fees for duplication of a government record in printed form are listed on the front of this form. We will notify you of any special service charges or other additional charges authorized by State law or regulation before processing your request. Payment shall be made by cash, check or money order payable to the **Name of Agency**.
5. **You may be charged a 50% or other deposit when a request for copies exceeds \$25.** The **Name of Agency** custodian will contact you and advise you of any deposit requirements. You agree to pay the balance due upon delivery of the records. Anonymous requests in excess of \$5.00 require a deposit of 100% of estimated fees.
6. Under OPRA, a custodian must deny access to a person who has been convicted of an indictable offense in New Jersey, any other state, or the United States, and who is seeking government records containing personal information pertaining to the person's victim or the victim's family. This includes anonymous requests for said information.
7. By law, the **Name of Agency** must notify you that it grants or denies a request for access to government records within seven (7) business days after the agency custodian of records receives the request. If the record requested is not currently available or is in storage, the custodian will advise you within seven (7) business days after receipt of the request when the record can be made available and the estimated cost for reproduction.
8. You may be denied access to a government record if your request would substantially disrupt agency operations and the custodian is unable to reach a reasonable solution with you.
9. If the **Name of Agency** is unable to comply with your request for access to a government record, the custodian will indicate the reasons for denial on the request form or other written correspondence and send you a signed and dated copy.
10. Except as otherwise provided by law or by agreement with the requester, if the agency custodian of records fails to respond to you within seven (7) business days of receiving a request, the failure to respond is a deemed denial of your request.
11. If your request for access to a government record has been denied or unfilled within the seven (7) business days required by law, you have a right to challenge the decision by the **Name of Agency** to deny access. At your option, you may either institute a proceeding in the Superior Court of New Jersey or file a complaint with the Government Records Council ("GRC") by completing the Denial of Access Complaint Form. You may contact the GRC by toll-free telephone at 866-850-0511, by mail at PO Box 819, Trenton, NJ, 08625, by e-mail at grc@dca.state.nj.us, or at their web site at www.state.nj.us/grc. The Council can also answer other questions about the law. All questions regarding complaints filed in Superior Court should be directed to the Court Clerk in your County.
12. Information provided on this form may be subject to disclosure under the Open Public Records Act.

Kajae Close

From: Lisette Sanchez
Sent: Wednesday, August 9, 2023 11:02 AM
To: Kajae Close
Subject: FW: OPRA request - All document filed in litigation between the Borough of Roselle and Celeste Sitarksy.

Please process. Thanks.

Lisette Sanchez, Borough Clerk
Borough of Roselle
210 Chestnut Street
Roselle, New Jersey 07203
Office: (908) 259-3010
Fax: (908) 245-9508
Email: lsanchez@boroughofroselle.com

-----Original Message-----

From: James Devine <opra+request-50024-cf18dd1f@requests.opramachine.com>

Sent: Wednesday, August 9, 2023 10:45 AM

To: Lisette Sanchez <lsanchez@boroughofroselle.com>

Subject: OPRA request - All document filed in litigation between the Borough of Roselle and Celeste Sitarksy.

Dear Roselle Borough,

This is a request for public records made under OPRA and the common law right of access. I am not required to fill out an official form. Please acknowledge receipt of this message.

✶ **Records requested:**

The settlement, complaint, and all pleadings that were filed in litigation between the Borough of Roselle and Celeste Sitarksy.

Yours faithfully,
James Devine
118 Skillman Street
Lambertville NJ 08530
3401980@gmail.com

Please deliver records electronically via email to the below UNIQUE address for all replies to this request:
opra+request-50024-cf18dd1f@requests.opramachine.com

Is lsanchez@boroughofroselle.com the wrong address for OPRA requests to Roselle Borough? If so, please contact us using this form:

https://opramachine.com/change_request/new?body=roselle_borough

Disclaimer: This message and any reply that you make will be published on the internet. Our privacy and copyright policies:

<https://opramachine.com/help/officers>

View this OPRA request & responses online:
https://opramachine.com/request/all_document_filed_in_litigation

Please note that in some cases publication of requests and responses will be delayed.

If you find this service useful as an OPRA custodian, please ask your web manager to link to us from your organisation's website.

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 - ☐ Medical examiner photos
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 - ☐ Victims' records
- ☐ Trade secrets and proprietary commercial or financial information
- ☐ Any record within the attorney-client privilege
- ☐ Administrative or technical information regarding computer hardware, software and networks which, if disclosed would jeopardize computer security
- ☐ Emergency or security information or procedures for any buildings or facility which, if disclosed, would jeopardize security of the building or facility or persons therein
- ☐ Security measures and surveillance techniques which, if disclosed, would create a risk to the safety or persons, property, electronic data or software
- ☐ Information which, if disclosed, would give an advantage to competitors or bidders
- ☐ Information generated by or on behalf of public employers or public employees in connection with:
 - ☐ Any sexual harassment complaint filed with a public employer
 - ☐ Any grievance filed by or against an employee
 - ☐ Collective negotiations documents and statements of strategy or negotiating
- ☐ Information that is a communication between a public agency and its insurance carrier, administrative service organization or risk management office
- ☐ Information that is to be kept confidential pursuant to court order
- ☐ Certificate of honorable discharge issued by the United States government (Form DD-214) filed with a public agency
- ☐ Social security numbers
- ☐ Credit card numbers
- ☐ Unlisted telephone numbers
- ☐ Drivers' license numbers
- ☐ Certain records of higher education institutions:
 - ☐ Research records
 - ☐ Questions or scores for exam for employment or academics
 - ☐ Charitable contribution information
 - ☐ Rare book collections gifted for limited access
 - ☐ Admission applications
 - ☐ Student records, grievances or disciplinary proceedings revealing a students' identification
- ☐ Biotechnology trade secrets N.J.S.A. 47:1A-1.2
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- ☐ Upholds exemptions contained in other State or federal statutes and regulations, Executive Orders, Rules of Court, and privileges created by State Constitution, statute, court rule or judicial case law N.J.S.A. 47:1A-9
- ☐ Personnel and pension records (however, the following information must be disclosed:
 - An individual's name, title, position, salary, payroll record, length of service, date of separation and the reason for such separation, and the amount and type of any pension received

- When required to be disclosed by another law, when disclosure is essential to the performance of official duties of a person duly authorized by this State or the US, or when authorized by an individual in interest
- Data contained in information which disclose conformity with specific experiential, educational or medical qualifications required for government employment or for receipt of a public pension, but not including any detailed medical or psychological information N.J.S.A. 47:1A-10

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- ☐ Test questions, scoring keys and other examination data pertaining to the administration of an examination for public employment or licensing
- ☐ Records in the possession of another department (including NJ Office of Information Technology or State Archives) when those records are made confidential by regulation or EO 9.

Other Exemption(s) contained in a State statute, resolution of either or both House of the Legislature, regulation, Executive Order, Rules of Court, any federal law, federal regulation or federal order pursuant to N.J.S.A. 47:1A-9.a.

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Please set forth your interest in the subject matter contained in the requested material:

Note that any challenge to a denial of a request for records under the common law cannot be made to the Government Records Council, as the Government Records Council only has jurisdiction to adjudicate

challenges to denials of OPRA requests. A challenge to the denial of access under the common law can be made by filing an action in Superior Court.

1. All government records are subject to public access under the Open Public Records Act ("OPRA"), unless specifically exempt.
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5. **You may be charged a 50% or other deposit when a request for copies exceeds \$25.** The **Name of Agency** custodian will contact you and advise you of any deposit requirements. You agree to pay the balance due upon delivery of the records. Anonymous requests in excess of \$5.00 require a deposit of 100% of estimated fees.
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12. Information provided on this form may be subject to disclosure under the Open Public Records Act.

Kajae Close

From: Lisette Sanchez
Sent: Wednesday, August 9, 2023 11:02 AM
To: Kajae Close
Subject: FW: OPRA request - All document filed in litigation between the Borough of Roselle and Celeste Sitarksy.

Please process. Thanks.

Lisette Sanchez, Borough Clerk
Borough of Roselle
210 Chestnut Street
Roselle, New Jersey 07203
Office: (908) 259-3010
Fax: (908) 245-9508
Email: lsanchez@boroughofroselle.com

-----Original Message-----

From: James Devine <opra+request-50024-cf18dd1f@requests.opramachine.com>
Sent: Wednesday, August 9, 2023 10:45 AM
To: Lisette Sanchez <lsanchez@boroughofroselle.com>
Subject: OPRA request - All document filed in litigation between the Borough of Roselle and Celeste Sitarksy.

Dear Roselle Borough,

This is a request for public records made under OPRA and the common law right of access. I am not required to fill out an official form. Please acknowledge receipt of this message.

* Records requested:
The settlement, complaint, and all pleadings that were filed in litigation between the Borough of Roselle and Celeste Sitarksy.

Yours faithfully,
James Devine
118 Skillman Street
Lambertville NJ 08530
3401980@gmail.com

Please deliver records electronically via email to the below UNIQUE address for all replies to this request:
opra+request-50024-cf18dd1f@requests.opramachine.com

Is lsanchez@boroughofroselle.com the wrong address for OPRA requests to Roselle Borough? If so, please contact us using this form:

https://opramachine.com/change_request/new?body=roselle_borough

Disclaimer: This message and any reply that you make will be published on the internet. Our privacy and copyright policies:

<https://opramachine.com/help/officers>

View this OPRA request & responses online:
https://opramachine.com/request/all_document_filed_in_litigation

Please note that in some cases publication of requests and responses will be delayed.

If you find this service useful as an OPRA custodian, please ask your web manager to link to us from your organisation's website.

BOROUGH OF ROSELLE



RESOLUTION NUMBER 2018-309

**RESOLUTION APPROVING SETTLEMENT AGREEMENT
AND GENERAL RELEASE
SITARSKI VS. BOROUGH OF ROSELLE**

WHEREAS, Celeste Sitarski is employed as a Truck Driver in the Borough of Roselle's Department of Public Works; and

WHEREAS, on January 19, 2016 Ms. Sitarski filed a civil action entitled "Sitarski v. Borough of Roselle, et.als." in the New Jersey Superior Court, Union County, Law Division bearing Docket No. UNN-L-215-16; and

WHEREAS the Superior Court scheduled a trial to begin on October 16, 2018; and

WHEREAS, the parties engaged in negotiations prior to the start of the trial in order to reach a resolution; and

WHEREAS said negotiations resulted in a comprehensive settlement agreement in full settlement of any and all claims in the Complaint including but not limited to claims arising out of or in connection with Ms. Sitarski's employment with the Borough of Roselle and/or any term and condition of her employment and/or positions held, which are known or unknown, including, but not limited to, all claims which were or could have been asserted in the civil action; and

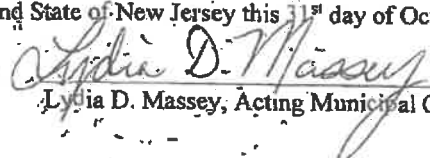
WHEREAS it is in the best interests of the Borough to enter into this settlement agreement and release to amicably resolve all issues in dispute asserted in the action, or which could have been asserted in the action and to dismiss the Action as set forth herein without the expense of a trial and potential exposure that the Borough could incur if subjected to a lengthy trial before the court; and

WHEREAS, said settlement is not an admission of fault or wrongdoing by the Borough of Roselle or any defendants but it is proposed to fully resolve any and all disputed claims between the parties.

NOW THEREFORE BE IT RESOLVED, that the Borough Council of the Borough of Roselle, in the County of Union, New Jersey, does hereby approve and accept the Settlement Agreement and General Release between the Borough of Roselle and Celeste Sitarski settling all outstanding matters relating to the within action, Docket Number UNN-L-215-16 as more fully set forth in the Agreement on file with the Borough Clerk and authorizes the Mayor to execute the agreement on behalf of the Borough of Roselle.

I, Lydia D. Massey, Acting Municipal Clerk of the Borough of Roselle, in the County of Union, State of New Jersey, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Borough Council of the Borough of Roselle, County of Union, State of New Jersey at a meeting of said Council held October 31, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Borough of Roselle in the County of Union and State of New Jersey this 31st day of October, 2018.


Lydia D. Massey, Acting Municipal Clerk

RECEIVED / FILED
Superior Court of New Jersey
JAN 19 2016
CIVIL CASE MANAGEMENT
UNION COUNTY

ABARA LAW FIRM, PLLC.

By: Obinna I. Abara, Esquire

Attorney Id.: 000962007

1950 Butler Pike

#255

Conshohocken, PA 19428

Ph: (215) 360-3260

Fx: (215) 483-2067

Attorney for Plaintiff

Ms. Celeste Sitarski

Plaintiff

v.

Borough of Roselle
Department of Public Works;
George Phipps; Louis Williams;
Duane Patterson

Defendant

SUPERIOR COURT OF NEW JERSEY
UNION COUNTY

CIVIL ACTION

DOCKET NO.

UNCL 0215-16

COMPLAINT & JURY DEMAND

COMPLAINT

Plaintiff, Celeste Sitarski, residing at 409 Drake Avenue, Roselle, NJ, County of Union, and State of New Jersey, by way of Complaint against the Defendant, says:

PRELIMINARY STATEMENT

1. This matter is brought pursuant to the New Jersey Law Against Discrimination's ("LAD") prohibition against sex, gender and race discrimination. Plaintiff also brings claims under the LAD retaliation.

Identification of Parties

2. Plaintiff, Celeste Sitarski, is, at all times herein, a resident of the State of New Jersey and is an employee of the Defendant.

3. Defendant Borough of Roselle ("the Borough") is and was at all times referred to in this Complaint a municipal entity organized under the laws of the State of New Jersey and is

responsible for the policies, procedures and practices implemented through its various agencies, departments, employees and agents and for injury occasioned thereby. It was also the public employer of Defendants George Phipps, Louis Williams and Duane Patterson at all times relevant to this Complaint.

4. Defendants George Phipps, Superintendent; Louis Williams, Supervisor; and Duane Patterson, Supervisor, were at all times referred to in this Complaint employees and agents of the Borough. Phipps, Williams and Patterson were charged with the supervision of the Borough's Department of Public Works at all relevant times to this Complaint.

5. Individual Defendants George Phipps, Louis Williams and Duane Patterson are alleged to have violated plaintiff's rights and are, thus, individually liable on that basis.

6. In addition, they are each individually liable because any "person" who undertakes discrimination/retaliation under the LAD is liable for the same.

7. Upon information and belief, Phipps, Williams and Patterson are believed to be residents of the State of New Jersey.

General Allegations

8. Plaintiff is a Caucasian female.

9. In or about January 2012, the Plaintiff began her employment, as a Laborer, with the Borough Department of Public Works on a full time basis.

10. At all times referred to in this Complaint, Plaintiff was the only Caucasian female that worked in the Borough Department of Public Works ("DPW").

11. Defendants Phipps, Williams and Patterson are all African American men.

12. A majority of Plaintiff's department consists of African American men.

13. Plaintiff claims gender discrimination, sexual harassment, race discrimination and retaliation over a period of two years.
14. The harassment is alleged to be severe and/or pervasive.
15. The harassment is alleged to be "because of" sex and/or perceptions regarding same.
16. This harassment is also alleged to be "because of" sex because the conduct and environment was sexually laced, flavored and sexual in nature on its face.
17. In the course of Plaintiff's employment as a Laborer she was required to ride in the Borough's trucks. From the very beginning of Plaintiff's employment as a Laborer, Plaintiff noticed many pornographic magazines kept in several Borough trucks.
18. Specifically, since as early as 2012, the pornographic magazines were housed on the dashboard, truck seats, under the seats and were routinely in plain sight. All supervisors, a majority of workers and all truck drivers were aware of, what had amounted to a pornographic library on several trucks.
19. Defendants were aware that many pornographic magazines were in several of the Borough trucks. Specifically, Defendants Patterson and Williams and Mr. Tremaine Chandler, Supervisor had full knowledge of the pornographic materials located in the trucks.
20. Plaintiff was appalled by the pornographic materials communicated her disgust to Defendants.
21. In or around January 2014, Dennis Osby, Plaintiff's coworker, would detail to Plaintiff the sexual escapades of multiple coworkers, their high sex drives, sexual lifestyles and threesomes. Plaintiff advised Osby that she was not interested in hearing about their sexual exploits. Defendant were aware of such banter but did nothing to remedy the work environment.

22. Plaintiff was pulled by the seat of her pants to the middle part of the truck seat by Mr. Harrell Carrington where he stated "get your ass over here."

23. Mr. Carrington explained to Plaintiff that he knew what kind of underwear Plaintiff was wearing because he knew how to tell, since he was locked up in federal prison for 21 years. Plaintiff advised Carrington that she didn't want to hear it. Defendants were aware of such inappropriate talk but did nothing to remedy the hostile environment.

24. Mr. Barry Madden, Plaintiff's co-worker, would openly sexually harass Plaintiff. Specifically, Mr. Madden would:

- a. Ask Plaintiff on dates
- b. tell Plaintiff that he was in love with her
- c. tell Plaintiff that she makes his heart beat
- d. tell Plaintiff that he would lose weight for her;
- e. would arrangement for his assignment to be changed, with management's approval, so he could work more closely with her and continue his campaign of harassment;
- f. would send Plaintiff text messages stating that he wanted to "hammer her and would refer to himself as "Big Daddy;"
- g. would leave hearts and love letters on Plaintiff's truck windshield;
- h. would tell Plaintiff that he and Plaintiff could have sex and keep it in the family while including Mr. Major Hamilton, Mr. Madden's cousin, and that he was open to sharing Plaintiff with his cousin, Mr. Madden;
- i. would leave rose petals on Plaintiff's truck;

j. would solicit sex from Plaintiff and stated regularly that he would come to her house and cook and clean.

25. Plaintiff advised Mr. Madden often that his conduct was unwelcomed.

26. Defendants and many coworkers were aware of Mr. Madden's conduct but no prompt effective remedial action was taken by Defendants.

27. Mr. Major Hamilton, Plaintiff's coworker, told Plaintiff that he wanted to taste Plaintiff and her daughter. He further asked the age of Plaintiff's daughter and again stated he wanted to taste how sweet Plaintiff was. Plaintiff sternly rebuked Mr. Hamilton's statements. Defendants were aware of this discussion but took no prompt effective remedial action.

28. In July 2014- August 2014, Harrell Carrington and Dennis Osby would openly and in Plaintiff's presence, ogle at naked women and various pornographic material on (a) their phones, (b) being shared around groups and (c) in work areas. They would engage in explicit sexual banter and refer to the girls and "bitches", "hoes" and "whores." Again, Defendants were aware of this and similar conduct but took no prompt effective remedial action.

29. On different occasions, Mr. Tremaine Chandler, Supervisor, would also participate in ogling at naked women in the presence of Plaintiff. Consequently, Plaintiff feared that lodging complaints would prove futile.

30. In or around November 2014, Plaintiff's daughter texted her, in the morning, about workers circling the corner and staring at her.

31. In December 2014, Mr. Hamilton tried to corner Plaintiff in the locker room and requested that she allow him to come to Plaintiff's house so that he can make her feel good.

32. In January 2015, Plaintiff's coworkers, Mr. Denis Osby and Mr. Hamilton, had a conversation where they openly made explicit comments about Plaintiff's daughter- mentioning

seeing her while she waited for the bus in the morning. Specifically, they commented on how pretty she was, wondered how old she was, wanted to marry her and wanted to "break her in."

33. Defendant Williams, as usual, overheard this conversation between Osby and Hamilton but no prompt effective remedial action was taken.

34. In or about December 2014 or January 2015, Plaintiff received her Commercial Driver's License, "CDL." Despite the fact that Plaintiff was entitled to drive trucks, she was not placed on the schedule as a truck driver. Instead, other male new hires, who did not have their CDLs and were otherwise not entitled to drive the trucks, were permitted to drive Borough trucks.

35. Borough management requested and permitted male drivers, who were not credentialed or otherwise entitled to drive commercial vehicle/trucks, to drive Borough trucks between January 2015 and March 2015.

36. Between January 2015 and March 2015, Plaintiff was qualified, credentialed and entitled to drive Borough trucks but Defendants refused her this entitlement.

37. Defendant Patterson told Plaintiff that she was not permitted and would not be permitted to drive because she was a female.

38. Defendants' refusal to permit Plaintiff to truck drive denied her the compensation of a Truck Driver, where she continued to be paid the lower rate of a Laborer.

39. Defendants did everything in their power to wrongly deny Plaintiff opportunities to drive trucks.

40. Plaintiff's co-workers specifically targeted Plaintiff as the only female DPW Truck Driver when they went so far as to contact Occupational Safety and Health Administration and the Department of Motor Vehicle and presented bogus and inaccurate information to

management so that management would continue to wrongly deny Plaintiff the right to drive Borough trucks. Plaintiff had her CDL and although she was similarly situated with other male Truck Drivers, Plaintiff's co-workers only targeted Plaintiff with their efforts to prevent her from driving a Borough truck.

41. In January 2015, Plaintiff complained to Mayor of Roselle, New Jersey, Mayor Christine Dansereau about the wrongful and discriminatory practices.

42. In March 2015, Plaintiff reported discrimination and spoke out against Defendants discrimination and refusal to permit plaintiff from driving a truck.

43. In or about late March 2015- April 2015, Defendant finally permitted Plaintiff to drive Borough trucks. However, Plaintiff was subjected to a sham "training program" which had never before been required.

44. Specifically, Plaintiff was required to complete a three day "training program" where supervisor Defendant Williams rode along with her in the truck, compared to other male African American truck drivers who were not subjected to the same "training."

45. Following plaintiff's complaint of discrimination, she was threatened, harassed, continuously wrongfully reprimanded, suspended, ostracized and reassigned to less desirable and/or more rigorous job assignments. During this campaign of harassment, despite Plaintiff's complaints, Plaintiff's co-workers seemed to enjoy immunity from reprimand.

46. On March 23, 2015, Mr. Major Hamilton, Plaintiff's co-worker, while forcefully pushing a broom and dustpan at plaintiff, stated "here, that's what white woman are good for," as Plaintiff was cleaning up broken glass on Oakley Street, Roselle, NJ. Plaintiff complained to Defendants but no prompt effective remediation action was taken.

47. Male drivers repeatedly refused to work with plaintiff and management permitted male drivers to change/alter their schedules to avoid working with plaintiff.

48. Plaintiff's male co-workers would yell at, curse- and harass her while she was in the trucks.

49. Several of Plaintiff's co-workers, who would harass her, had criminal records, felonies, some on probation, drug records etc.; and they would gloat about their criminal past and further attempt to intimidate Plaintiff.

50. Defendants had knowledge of and/or perpetuated the hostile work environment; and did not remediate the hostile work environment to which plaintiff was subjected.

51. In or about June 15, 2015, Plaintiff filed a complaint with Equal Employment Opportunity Commission alleging discrimination and retaliation.

52. On or about July 14, 2015, Plaintiff was operating a garbage truck and was being yelled at by a co-worker, Mr. Ishmael Harrison. Plaintiff pulled the truck over and called into the Borough to advise that she would be returning to the yard because she would be unable to operate the truck with Harrison screaming at her. Upon reaching the yard, and dismounting from the vehicle, Harrison approached Plaintiff in an aggressive manner with his hands up in a fighting posture.

53. Plaintiff filed a truck safety complaint regarding Mr. Harrison's threatening behavior. However, Plaintiff was reprimanded for this incident while Mr. Harrison was not reprimanded.

54. On or about July 17, 2015, Plaintiff was involved in a very minor accident where she was attempting to park the garbage truck that she was operating. Defendants would not permit Plaintiff to operate the garbage truck until she received the results from a drug test.

Conversely, in or around that same week, Carrington and Strafford, two other African American male co-workers, were also involved in accidents with their trucks and they were permitted to continue to operate Borough trucks before results of any drug test.

55. In July 2015, Plaintiff's vehicle was vandalized while it was parked at her residence. Upon information and belief, that vandalism was carried out by one of her co-workers and a police investigation is ongoing.

56. Plaintiff reported this vandalism to Defendants as the harassment, hostility and torment had now spilled over to Plaintiff's residence.

57. Plaintiff was distraught as a result of the cascading harassment and hostile treatment. Accordingly, she sought time off from work to recover from the emotional distress.

58. In or about mid-2015, Defendant Williams made an announcement that the pornographic magazines needed to be removed from Borough trucks. However, the magazines were not removed and Defendants took no prompt effective action to remedy the sexually hostile work environment/culture.

59. In September 2015, Mr. Duncan exposed himself to Plaintiff in plain sight when, while the trucks was stopped at 9th Avenue and Spruce Street, Roselle, while Plaintiff was in the driver's seat, Mr. Duncan urinated outside. Again, Defendant Williams was made aware of this incident and failed to take prompt effective remedial action.

60. In October 2015, Plaintiff's male co-worker, Thomas Alston, threatened her life where Plaintiff was in such fear that she demanded the police be contacted. A police report was made.

61. The Borough refused to discipline Mr. Alston for issuing threats.

62. On October 1, 2015, referring to Plaintiff, Mr. Carrington stated to Terrell Williams "slap that bitch in the face, that is what you need to do."

63. On October 2, 2015, as Plaintiff walked into the locker room, Kyle Stafford, Dennis Osby, Terrell Williams and Steve Taylor would refer to Plaintiff as a "bitch," "fucking bitch," "man that bitch stinks."

64. Other African American male co-workers routinely referred to Plaintiff as or say about Plaintiff:

- a. "snow bunny" (a derogatory name for Caucasian Women);
- b. "becky" (a fairly new derogatory name for Caucasian Women);
- c. "white bitch;
- d. "stupid ass white bitch"
- e. "that white bitch is crazy
- f. "I'd fuck the shit out of her;"
- g. "bitch shouldn't be down here this is a man's job."

65. On October 13, 2015, in the presence of Plaintiff, Mr. Alston, gesturing, bent down and was shooting lotion from a lotion bottle between his legs (simulating ejaculation) while making sounds as Mr. Jerome Coleman, Harrell Carrington, and Ishmael Harrison watched and laughed hysterically.

66. Defendants were aware of the harassment and the extreme hostile work environment but too no prompt effective remedial action.

67. The Borough continued to issue baseless and wrongful reprimands against Plaintiff. Plaintiff went from having little to no reprimands to, upon information and belief, receiving the most reprimands in Borough history.

68. In October 2015, Plaintiff was wrongfully reprimanded and suspended without pay for five days. The suspension was later rescinded but this incident was yet another where Defendants continued to subject Plaintiff to harassment, discrimination and retaliation.

69. In November 2015, Plaintiff was wrongfully reprimanded several times where plaintiff maintained that she complied with all Borough policies. Borough refused to fully investigate several incidents where a proper investigation would have easily established plaintiff's compliance with Borough policies. Notwithstanding this fact, other African American male drivers that actually violated Borough policies were not reprimanded.

70. Plaintiff continued to be harassed and wrongfully reprimanded.

71. Defendants multiple reassignments of Plaintiff resulted in significantly more workload for Plaintiff.

72. At all times relevant to this Complaint, Plaintiff rejected all sexual advances stated in the within Complaint. Complaint advised the harassers that the advances, insults, ridicule, lude gestures, etc., were unwanted and unwelcomed.

73. At all times relevant to this Complaint, Plaintiff complained several times of harassment and Defendants were aware of the hostile work environment and refused and failed to remedy the harassment. Moreover, every time she complained she was subjected to additional reprimands and rigorous workload. This information demonstrated to Plaintiff that any complaint she might make would be met with deaf ears and that she would be jeopardizing her further employment.

74. Plaintiff was further apprehensive of this, Plaintiff was at no time ever educated, trained or otherwise informed of her own rights with regard to such harassment or right to be free of retaliation and/or to make complaint of same in event that she was retaliated against.

75. Plaintiff's sex, and/or race was a motivating and/or determinative factor in Defendants' discriminatory treatment of Plaintiff, including the creation of a hostile work environment to which Plaintiff was, and continues to be, subjected.

76. Plaintiff's complaining of discrimination was a motivating and/or determinative factor in Defendants' retaliatory treatment of Plaintiff, including the creation of a hostile work environment to which Plaintiff was, and continues to be, subjected.

77. The discriminatory and retaliatory conduct of Defendants, as alleged herein, was severe and/or pervasive enough to make a reasonable female employee believe that the conditions of employment had been altered and that a hostile work environment existed, and made Plaintiff believe that the conditions of employment had been altered and that a hostile work environment existed.

78. The retaliatory actions taken against Plaintiff after she complained of discriminatory conduct and a hostile work environment would have discouraged a reasonable employee from complaining of discrimination.

79. Defendants failed to prevent or address the discriminatory and retaliatory conduct referred to herein and further failed to take appropriate corrective and/or remedial measures to make the workplace free of harassing, discriminatory and retaliatory conduct.

80. As a direct and proximate result of the discriminatory and retaliatory conduct of Defendants, and the hostile work environment to which she has been subjected, Plaintiff has in the past incurred, and may in the future incur, a loss of earnings and/or earning capacity, loss of benefits, pain and suffering, embarrassment, humiliation, loss of self-esteem, mental anguish, and loss of life's pleasures, the full extent of which is not known at this time.

81. Members of upper management of Defendant Borough had actual participation in, or willful indifference to, Defendants' wrongful conduct described herein, which warrants the imposition of punitive damages against Defendants.

82. Plaintiff is now suffering and will continue to suffer irreparable injury and monetary damages as a result of all Defendants' discriminatory and retaliatory acts unless and until this Court grants the relief requested herein.

83. The conduct of Defendants, as set forth above, was outrageous under the circumstances and warrants the imposition of punitive damages against Defendants.

84. Defendants Phipps, Williams and Patterson had actual knowledge and/or encouraged and/or participated in the hostile work environment to which they subjected Plaintiff.

85. Defendants failed to take remedial measures to stop the harassment to which Plaintiff was subjected.

86. Additionally, Defendant Borough delegated to Defendants Phipps, Williams, and Patterson the authority to control the working environment and Defendants Phipps, Williams, and Patterson abused that authority by participating in the retaliatory harassment.

87. Defendants engaged in a pattern of harassment and retaliation when they repeatedly reprimanded Plaintiff for (a) conduct that conformed to Borough standards; (b) conduct, which prior to her protected activity, was readily accepted and overlooked; and/or (c) conduct which, when committed by Plaintiff's coworkers, was not reprimanded/scrutinized or targeted.

88. Defendants Phipps, Williams and Patterson were aware of how their individual actions contributed to Defendants overall harassing, discriminatory and retaliatory scheme.

89. Defendants Phipps, Williams and Patterson demonstrated a willful indifference and woeful failure to act to end Plaintiff's torment via discrimination and retaliation.

90. Any individual person who undertakes a reprisal is individually liable under the LAD.

91. Upon information and belief, Defendants are responsible for the harassment suffered by Plaintiff because they failed to reasonably promulgate a policy, which promulgation would have included informing individuals in the position of plaintiff about their rights so that plaintiff would have complained immediately upon experiencing the first incident of sexual harassment.

92. Defendant Borough lacked mandatory anti-harassment training and policy which it enforced unequivocally.

93. No effective or adequate sensing or monitoring mechanisms existed to check the trustworthiness of Defendant Borough's complaint structure.

94. Defendant Borough's management was not unequivocally committed, from the top down, that harassment would not be tolerated.

COUNT I

Sexual Harassment Under the LAD

95. Plaintiff hereby repeats and realleges all preceding paragraphs as though fully set forth herein.

96. Defendants are responsible for the conduct directed against plaintiff because supervisor engaged in the conduct and, therefore, abused the authority delegated to him/them by the employer.

97. Further, and separately, there was no reasonable promulgation of a policy prohibiting such harassment and, therefore, the defendants are liable on that basis.

98. Otherwise, the harassment experienced by plaintiff meets the criteria for sexual harassment under the LAD.

99. Alternatively, Defendants Phipps, Williams and Patterson, knew or should have known about the campaign of discriminatory harassment and failed to take prompt effective remedial measures to stop the harassment.

100. Alternatively, Defendants were negligent by failing to take reasonable measures to prevent harassment Plaintiff endured and that negligence was the proximate cause of the harm plaintiff suffered.

101. Wherefore, plaintiff demands judgment against the defendants jointly, severally and in the alternative, together with compensatory damages, punitive damages, interest, costs, attorneys' fees, enhanced attorneys' fees and any other relief the Court deems equitable and just.

COUNT II

Gender Discrimination Under the LAD

102. Plaintiff hereby repeats and realleges all preceding paragraphs as though fully set forth herein.

103. A determinative and/or motivating cause in Defendants' denying Plaintiff equal terms, conditions, benefits, privileges of employment, was the female gender of Plaintiff.

104. For the reasons set forth above, Defendants are liable to Plaintiff for gender discrimination in violation of the LAD.

WHEREFORE, Plaintiff demands judgment against the Defendant, together with compensatory damages, punitive damages, interest, cost of suit, attorney's fees, enhanced attorney's fees, equitable back pay, equitable front pay, and any other relief the Court deems equitable and just.

COUNT III

Race Discrimination Under the LAD

105. Plaintiff hereby repeats and realleges all preceding paragraphs as though fully set forth herein.

106. Defendants are responsible for the conduct directed against plaintiff because supervisor engaged in the conduct and, therefore, abused the authority delegated to him/them by the employer.

107. Further, and separately, there was no reasonable promulgation of a policy prohibiting such harassment and, therefore, the defendants are liable on that basis.

108. Otherwise, the harassment experienced by plaintiff meets the criteria for the race based hostile work environment under the LAD.

109. Alternatively, Defendants Phipps, Williams and Patterson, knew or should have known about the campaign of discriminatory harassment and failed to take prompt effective remedial measures to stop the harassment.

110. Alternatively, Defendants were negligent by failing to take reasonable measures to prevent harassment Plaintiff endured and that negligence was the proximate cause of the harm plaintiff suffered.

111. Wherefore, plaintiff demands judgment against the defendants jointly, severally and in the alternative, together with compensatory damages, punitive damages, interest, costs, attorneys' fees, enhanced attorneys' fees and any other relief the Court deems equitable and just.

COUNT IV

Individual Defendants- Discrimination (Sexual Harassment/Gender/Race)

112. Plaintiff hereby repeats and realleges all preceding paragraphs as though fully set forth herein.

113. Defendants Phipps, Williams and Patterson willfully and knowingly aided, abetted, incited, compelled and/or coerced Defendant Borough in the hostile work environment, discrimination and retaliation to which Plaintiff was subjected.

114. Defendants Phipps, Williams and Patterson knowingly gave substantial assistance and/or encouragement to the unlawful acts of harassment, discrimination and retaliation of Defendant Borough towards Plaintiff.

115. Defendants Phipps, Williams and Patterson demonstrated a willful indifference and woeful failure to act to end Plaintiff's torment via discrimination and retaliation.

116. Defendants Phipps, Williams and Patterson, by the foregoing acts of harassment, discrimination and retaliation, has violated the NJLAD.

117. Said violations were intentional and willful.

118. As a direct and proximate result of Defendants Phipps, Williams and Patterson's violations of the NJLAD, Plaintiff has sustained the injuries, damages and losses set forth herein.

119. Plaintiff is now suffering and will continue to suffer irreparable injury and monetary damages as a result of Defendants Phipps, Williams and Patterson's harassing, discriminatory, and retaliatory acts unless and until the Court grants the relief requested herein.

120. Wherefore, plaintiff demands judgment against the defendants jointly, severally and in the alternative, together with compensatory damages, punitive damages, interest, costs, attorneys' fees, enhanced attorneys' fees and any other relief the Court deems equitable and just.

COUNT V

Retaliatory/ Discriminatory Reassignment

121. Plaintiff hereby repeats and realleges all preceding paragraphs as though fully set forth herein.

122. It is further alleged that, shortly after engaging in protected conduct under the LAD, plaintiff was reassigned less desirable and more rigorous workload/duties.

123. Plaintiff's reassignment constituted a tangible adverse employment action.

124. A determinative and/or motivating cause in plaintiff's reassignment was her membership in a protected group and/or her protected conduct under the LAD.

125. Wherefore, plaintiff demands judgment against the defendants jointly, severally and in the alternative, together with compensatory damages, punitive damages, interest, costs, attorneys' fees, enhanced attorneys' fees and any other relief the Court deems equitable and just.

COUNT IV

Retaliation Under the LAD

126. Plaintiff hereby repeats and realleges all preceding paragraphs as though fully set forth herein.

127. Plaintiff brings this count against the individual defendants, as well as against the Borough.

128. To the extent that a determinative and/or motivating factor in the severe pervasive retaliatory harassment was plaintiff's protected conduct under the LAD, the retaliation and reprisals are illegal under the LAD.

129. The retaliatory harassment had the effect of altering plaintiff's workplace experience so that it became further hostile, intimidating and/or abusive.

130. Wherefore, plaintiff demands judgment against the defendants jointly, severally and in the alternative, together with compensatory damages, punitive damages, interest, costs, attorneys' fees, enhanced attorneys' fees and any other relief the Court deems equitable and just.

ABARA LAW FIRM, PLLC.

BY:



OBINNA I. ABARA, ESQUIRE
Attorney for Plaintiff

Dated: 1/18/2016

DEMAND TO PRESERVE EVIDENCE

1. All defendants are hereby directed and demanded to preserve all physical and electronic information pertaining in any way to plaintiff's employment, to plaintiff's cause of action and/or prayer for relief, to any defenses to same, and pertaining to any party, including but not limited to, electronic data storage, closed circuit TV footages, digital images, computer images, cache memory, searchable data, emails, spread sheets, employment files, memos, text messages and any and all online social or work related websites, entries on social networking sites (including, but not limited to, Facebook, twitter, MySpace, etc.), and any other information and/or data and/or things and/or documents which may be relevant to any claims or defense in this litigation.

2. Failure to do so will result in separate claims for spoliation of evidence and/or for appropriate adverse inferences.

ABARA LAW FIRM, PLLC.

BY: _____

OBINNA I. ABARA, ESQUIRE

JURY DEMAND

Plaintiff hereby demands a trial by jury.

ABARA LAW FIRM, PLLC.

BY: _____

OBINNA I. ABARA, ESQUIRE

CERTIFICATION PURSUANT TO 4:5-1

1. I am licensed to practice law in New Jersey and am responsible for the captioned matter.
2. I am aware of no other matter currently filed or pending in any court in any jurisdiction which may affect the parties or matters described herein.

ABARA LAW FIRM, PLLC.

BY: 

OBINNA I. ABARA, ESQUIRE

TRIAL ATTORNEY DESIGNATION

Obinna I. Abara, Esquire, of the law firm of Abara Law Firm, PLLC., is hereby designated as trial counsel.

ABARA LAW FIRM, PLLC.

BY: 

OBINNA I. ABARA, ESQUIRE

KOLOGI ♦ SIMITZ
Counsellors at Law
500 North Wood Avenue
Linden, New Jersey 07036
Phone: (908) 486-8877
Attorney for Defendant Borough of Roselle
Department of Public Works
Attorney ID# 1634-2001; 037601983

CELESTE SITARSKI,

Plaintiff,

vs.

BOROUGH OF ROSELLE DEPARTMENT
OF PUBLIC WORKS; GEORGE PHIPPS;
LOUIS WILLIAMS; DUANE PATTERSON

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION, UNION COUNTY

Docket No. UNN-L-215-16

Civil Action

ANSWER

Defendant Borough of Roselle Department of Public Works, with business address located at 210 Chestnut Street, Borough of Roselle, County of Union, State of New Jersey, by way of Answer to the Complaint of the Plaintiff, herein says:

PRELIMINARY STATMENT

1. This defendant is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 1 of the Plaintiff's complaint and leave Plaintiff to her proofs.

Identification of Parties

2. Admitted.
3. Admitted.

4. Admitted.
5. Denied.
6. Denied.
7. This defendant is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 7 of the Plaintiff's complaint and leave Plaintiff to her proofs.

General Allegations

8. This defendant is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 8 of the Plaintiff's complaint and leave Plaintiff to her proofs.
9. Admitted.
10. Admitted.
11. This defendant is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 11 of the Plaintiff's complaint and leave Plaintiff to her proofs.
12. This defendant is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 12 of the Plaintiff's complaint and leave Plaintiff to her proofs.
13. Denied.
14. Denied.
15. Denied.
16. Denied.
17. Denied.

18. Denied.
19. Denied.
20. Denied.
21. Denied.
22. Denied.
23. Denied.
24. Denied.
25. Denied.
26. Denied.
27. Denied.
28. Denied.
29. Denied.
30. Denied.
31. Denied.
32. Denied.
33. Denied.
34. Denied.
35. Denied.
36. Denied.
37. Denied.
38. Denied.
39. Denied.
40. Denied.

41. Denied.
42. Denied.
43. Denied.
44. Denied.
45. Denied.
46. Denied.
47. Denied.
48. Denied.
49. Denied.
50. Denied.
51. Denied.
52. Denied.
53. Denied.
54. Denied.
55. Denied.
56. Denied.
57. Denied.
58. Denied.
59. Denied.
60. Denied.
61. Denied.
62. Denied.
63. Denied.

- 64. Denied.
- 65. Denied.
- 66. Denied.
- 67. Denied.
- 68. Denied.
- 69. Denied.
- 70. Denied.
- 71. Denied.
- 72. Denied.
- 73. Denied.
- 74. Denied.
- 75. Denied.
- 76. Denied.
- 77. Denied.
- 78. Denied.
- 79. Denied.
- 80. Denied.
- 81. Denied.
- 82. Denied.
- 83. Denied.
- 84. Denied.
- 85. Denied.
- 86. Denied.

- 87. Denied.
- 88. Denied.
- 89. Denied.
- 90. Denied.
- 91. Denied.
- 92. Denied.
- 93. Denied.
- 94. Denied.

COUNT I
(Sexual Harassment Under the LAD)

- 95. This Defendant repeats each and every answer to the preceding allegations as if set forth at length herein.
- 96. Denied.
- 97. Denied.
- 98. Denied.
- 99. Denied.
- 100. Denied.
- 101. Denied.

WHEREFORE, Defendants demand judgment dismissing Plaintiff's complaint with prejudice and awarding Defendant reasonable attorney fees and costs of suit.

COUNT II
(Gender Discrimination Under the LAD)

- 102. This Defendant repeats each and every answer to the preceding allegations as if set forth at length herein.

103. Denied.

104. Denied.

WHEREFORE, Defendants demand judgment dismissing Plaintiff's complaint with prejudice and awarding Defendant reasonable attorney fees and costs of suit.

COUNT III
(Race Discrimination Under the LAD)

105. This Defendant repeats each and every answer to the preceding allegations as if set forth at length herein.

106. Denied.

107. Denied.

108. Denied.

109. Denied.

110. Denied.

111. Denied.

WHEREFORE, Defendants demand judgment dismissing Plaintiff's complaint with prejudice and awarding Defendant reasonable attorney fees and costs of suit.

COUNT IV
(Individual Defendants-Discrimination (Sexual Harassment/Gender/Race))

112. This Defendant repeats each and every answer to the preceding allegations as if set forth at length herein.

113. Denied.

114. Denied.

115. Denied.

116. Denied.

117. Denied.

118. Denied.

119. Denied.

120. Denied.

WHEREFORE, Defendants demand judgment dismissing Plaintiff's complaint with prejudice and awarding Defendant reasonable attorney fees and costs of suit.

COUNT V
(Retaliatory/Discriminatory Reassignment)

121. This Defendant repeats each and every answer to the preceding allegations as if set forth at length herein.

122. Denied.

123. Denied.

124. Denied.

125. Denied.

COUNT VI
(Retaliation Under the LAD)

126. This Defendant repeats each and every answer to the preceding allegations as if set forth at length herein.

127. Denied.

128. Denied.

129. Denied.

130. Denied.

WHEREFORE, Defendants demand judgment dismissing Plaintiff's complaint with prejudice and awarding Defendant reasonable attorney fees and costs of suit.

SEPARATE DEFENSES

1. Plaintiff's claims are barred in whole or part by the applicable Statute of Limitations.
2. This Court is without jurisdiction over the subject matter of this suit.
3. Plaintiff's Complaint fails to state a cause of action upon which relief may be granted.
4. These Defendants did not commit any of the acts alleged in Plaintiff's Complaint.
5. These Defendants have absolute and/or qualified immunity and/or legislative immunity with respect to the conduct alleged.
6. Plaintiff's Complaint must be dismissed for failure to comply with the notice requirements of *N.J.S.A. 59:8-1*, et seq.
7. These Defendants, at all times, acted reasonably, with good faith and without any fraud or malice.
8. Plaintiff has suffered no provable damages.
9. Plaintiff's damages, if any, were caused by the conduct of third parties over whom this Defendant exercised no control.
10. Defendant's conduct, if any, does not support Plaintiff's claim for punitive damages.
11. Plaintiff has not been deprived of any right, privilege or immunity secured to her by the Constitution and laws of the United States or the State of New Jersey.
12. This Defendant did not know, and were not reasonably expected to know, that any actions taken by them, if any, with respect to Plaintiff, at all times relevant hereto, were in violation of Plaintiff's Constitutional or statutory rights.
13. Negligence, if any, on the part of these Defendants, was not the proximate cause of any injuries which may have been sustained by Plaintiff.

14. Recovery is barred in this action, in whole or in part, by the contributory and/or comparative negligence of the Plaintiff.
15. Plaintiff's Complaint and the proceedings resulting therefrom and any recovery resulting therefrom is barred, limited and/or controlled by the immunity and other provisions of the New Jersey Tort Claims Act, *N.J.S.A. 59:1-1*, et seq.
16. Plaintiff's Complaint is frivolous, a sham, and states no substantial state question.
17. Plaintiff does not have standing with respect to the allegations in its Complaint.
18. Plaintiff's claims are barred by the Doctrine of Collateral Estoppel.
19. Plaintiff's claims are barred by the Doctrine of Res Judicata.
20. Plaintiff's claims are barred by the Entire Controversy Doctrine.
21. Any injuries or damages allegedly sustained by Plaintiff were caused through the sole negligence or intentional acts of Plaintiff.
22. Recovery is barred in this action by reason of negligence imputable to Plaintiff due to a joint and common enterprise engaged in by Plaintiff.
23. Claims set forth in Plaintiff's Complaint are frivolous and, accordingly, this Defendant seeks counsel fees and costs pursuant to *N.J.S.A. 2A:15-59.1*.
24. At no time did these Defendant's conduct, if any, violate New Jersey Public Policy.
25. Plaintiff is not entitled to assignment of counsel or attorney's fees in this matter.
26. Plaintiff's case should be barred by virtue of failure to exhaust administrative remedies.
27. At no time were these Defendant's actions palpably unreasonable.
28. At no time were these Defendants negligent or deliberately indifferent as to Plaintiff's rights.
29. At no time did these Defendants engage in willful, wanton or reckless conduct.
30. At no time did these Defendants engage or assist in an unlawful custom, practice or policy.

31. At all times relevant, these Defendants were properly trained and supervised.
32. Plaintiff is not entitled to punitive damages.
33. The damages of the plaintiff, if any, are limited by the applicable laws of the State of New Jersey as respects comparative negligence.
34. At no time did these Defendants intentionally discriminate against Plaintiff.
35. These Defendants did not engage in any retaliatory action.
36. These Defendants did not engage in any discriminatory action.
37. These Defendant's actions were not willful.
38. Plaintiff did not suffer disparate treatment.
39. At no time did these Defendants aid and abet any discrimination.
40. At no time did these Defendants discriminate against Plaintiff on the basis of sex or race, or any other prohibited category.
41. At no time did these Defendants retaliate against Plaintiff.
42. Any acts taken against Plaintiff were for legitimate and non-discriminatory reasons.
43. These Defendants are entitled to a safe haven defense.
44. Plaintiff has suffered no adverse employment action.
45. The Defendant Borough has an Anti-Harassment and Anti-Retaliation Policy.
46. The Plaintiff failed to avail herself of the Anti-Harassment and Anti-Retaliation Policy pursuant to Aguas v. State of New Jersey.
47. The Defendant Borough thoroughly investigated and addressed any and all of Plaintiff's complaints.
48. All discipline against Plaintiff was warranted and in conformity with appropriate procedures.

JURY DEMAND

Defendant hereby demand trial by jury on all issues so triable in the within action.

DESIGNATION OF TRIAL COUNSEL

Edward J. Kologi, Esquire is hereby designated as trial counsel in the within action.

DEMAND FOR DAMAGES

Defendant hereby demands that Plaintiff provide a statement of damages claimed by Plaintiff within 5 days of the date of service of this answer in accordance with R. 4:5-2.

CERTIFICATION

Pursuant to the requirements of Rule 4:5-1 (NOTICE OF OTHER ACTIONS), I, the undersigned, do hereby certify to the best of my knowledge, information and belief, that except as hereinafter indicated, the subject matter of the controversy referred to in the within pleading is not the subject of any other Cause of Action, pending in any other Court, or of a pending Arbitration Proceeding, nor is any other Cause of Action or Arbitration Proceeding contemplated;

1. OTHER ACTIONS PENDING YES ☐ NO ☒
 - A. If YES - Parties to other Pending Action.
 - B. In my opinion, the following parties should be joined in the within pending Cause of Action.
2. OTHER ACTIONS CONTEMPLATED? YES ☐ NO ☒
 - A. If YES - Parties contemplated to be joined, in other Cause of Action.
3. ARBITRATION PROCEEDING PENDING? YES ☐ NO ☒

- A. If YES - Parties to Arbitration Proceedings.
- B. In my opinion, the following parties should be joined in the pending Arbitration Proceedings.
4. OTHER ARBITRATION PROCEEDING CONTEMPLATED? YES ☐ NO ☒
- A. If YES - Parties contemplated to be joined to Arbitration Proceedings.

In the event that during the pendency of the within Cause of Action, I shall become aware of any change as to any facts stated herein, I shall file an amended certification and serve a copy thereof on all other parties (or their attorneys) who have appeared in said Cause of Action.

CERTIFICATION

Pursuant to the requirements of Rule 4:6-1, I, the undersigned, do hereby certify that the within amended pleading was filed and served within the time prescribed by R. 4:9-1.

Kologi ♦ Simitz
Counsellors at Law
Attorney for Defendant(s)
By: Edward J. Kologi, Esq.

Dated:

SETTLEMENT AGREEMENT AND GENERAL RELEASE

WHEREAS, this settlement agreement is made and entered into by and between Celeste Sitarski, on her own behalf and on behalf of her heirs, executors, administrators, and assigns (hereinafter collectively referred to as "Plaintiff"), and the Borough of Roselle ("the Borough"), on its own behalf and on behalf of its heirs, executors, administrators, assigns, affiliates, departments, subdivisions, appointed and elected officials, Mayor, Council members, administrators, officers, employees, agents, representatives, benefit plans and insurance carriers (including any Joint Insurance Funds ("JIF") (hereinafter collectively referred to as ("Defendants")) (Plaintiff and Defendants being collectively referred to as "the Parties"); and

WHEREAS, the Parties have reached the within agreement in final settlement of any and all claims, disputes or rights, including attorneys' fees and costs, asserted or that could have been asserted by Plaintiff against Defendants from the beginning of time until the date of the Settlement Agreement and General Release ("Agreement"); and

WHEREAS, the Agreement is in full settlement of any and all claims which Plaintiff now has or may have against Defendants, individually or collectively, including but not limited to claims arising out of or in connection with Plaintiff's employment with the Borough of Roselle and/or any term and condition of his employment and/or positions held, which are known or unknown, including, but not limited to, all claims which were or could have been asserted in the civil action entitled, "Sitarski v. Borough of Roselle, et als." filed in the New Jersey Superior Court, Union County, Law Division, bearing Docket No. UNN-L-215-16 (hereinafter "Lawsuit").

In consideration of the mutual promises contained herein it is agreed as follows:

1. The Parties agree that they, through their attorneys, will execute (at the time of execution of this Agreement) and file with the New Jersey Superior Court, Law Division, Union County, two (2) Stipulations of Dismissal with Prejudice of the pending Lawsuit, Docket No.: UNN-L-215-16, in the form annexed hereto as Exhibit A. The Stipulations shall be held in trust by Defendant's counsel and may be filed with the Court after the payment to Plaintiff's counsel of the funds set forth in paragraph 3 below.

2. At the time of execution of the Agreement, Plaintiff will provide written certification from an authorized search provider that, pursuant to N.J.S.A. 2A:17-56.23b, Plaintiff is not a child support judgment debtor. Plaintiff's attorney shall provide a completed Form W-9 of his law firm and shall be responsible to satisfy all liens, if any, from the proceeds of the settlement and hold Defendants harmless from any claims or actions including attorney fees seeking to recover any such liens. Additionally, Plaintiff will execute and provide Defendants' attorney with the Medicare release attached hereto as Exhibit B. Plaintiff represents that the statements contained therein are true. Plaintiff understands and agrees that in the event it is revealed that Plaintiff is a child support judgment debtor, Plaintiff will not receive any of the proceeds of the settlement until all outstanding New Jersey child support judgments are satisfied and that if any child support judgment exceeds the net proceeds of the settlement sums, the entire settlement proceeds shall be utilized to satisfy any outstanding child support judgment.

3. In full settlement of any and all claims Plaintiff now has or may have against Defendants, including those claims referred to above and including attorneys' fees and costs, within thirty (30) days after any necessary approval of the Borough of Roselle governing body and approval of the PEJIF and receipt of the executed Agreement and the executed Stipulations

of Dismissal referred to above, Defendant Borough, through its counsel, shall provide to Plaintiff's attorneys, Abara Law firm, PLLC, a check in the sum of \$225,000.00 payable to Plaintiff and Plaintiff's attorney, as full and final payment for any and all claims of any type whatsoever, costs and counsel fees sought by Plaintiff in settlement of Plaintiff's claim in the Lawsuit. No other payment shall be due to Plaintiff or her counsel.

4. An IRS Form or Forms 1099 will be issued to Plaintiff's attorney, by Defendants with respect to the payments made. The TIN of Abara Law firm, PLLC, is [REDACTED]. Said payments are made in total and complete settlement of the matter and all claims referred to above, including, but not limited to, attorneys' fees, expenses and costs of suit as follows: \$10,000 to Plaintiff for compensation for economic damages; \$111,090.08 to Plaintiff for non-economic damages; and the remainder to Plaintiff's attorneys for legal services rendered.

It is expressly understood and agreed that Plaintiff and her counsel shall assume full responsibility for the appropriate tax treatment and tax reporting of the respective payments made to them. It is further understood and agreed that neither Defendants nor their counsel have made any representations to Plaintiff or her counsel concerning the taxability of the amounts described herein. It is further understood and agreed that, in the event the Internal Revenue Service, or any other taxing entity, including, but not limited to, the State of New Jersey, or any court or other tribunal of competent jurisdiction, ultimately determines that the foregoing amount constitutes income for which any taxes remain due and owing, Plaintiff shall be responsible for the payment of such taxes (except for any mandated employer portions of such taxes), and she shall make no claim against Defendants for payment of any such taxes, or for the payment of any applicable interest or penalties. Plaintiff agrees to indemnify Defendants for any taxes, penalties or interest due and owing by her with respect to the payment specified herein. In the event it is ultimately

determined that any taxes are due and owing with respect to the foregoing sum, the validity of the Settlement Agreement and General Release shall not be affected in any way.

5. Plaintiff acknowledges that the payment referred to above in Paragraph 3 constitutes additional consideration not otherwise owed to her but for the Agreement. Further, Plaintiff agrees that said payment is the only payment or benefit to which she is entitled under the Agreement and agrees that she will not seek anything further, whether monetary or otherwise, from Defendants in any proceeding in any judicial or other forum. Except as expressly set forth herein, Defendants shall not be responsible for any of Plaintiff's costs and/or attorneys' fees including, but not limited to, fees and costs incurred in connection with the Lawsuit.

6. In consideration for the dismissal of Lawsuit and for the payment provided for in the Agreement, and for the mutual promises contained in the Agreement, Plaintiff expressly waives, releases and gives up any and all claims which have been asserted, or could have been asserted, in the Lawsuit referred to above, and any and all claims and rights, without limitation, that she may have against defendants from the beginning of time up and to including the date of execution of the agreement.

Plaintiff specifically releases all claims arising under any contract of employment, collective negotiations agreement or any other agreement between Plaintiff and Defendants, express or implied; any provision of the Constitution of the United States, the State of New Jersey or any other state; and any provision of any other law, common or statutory, of the United States, New Jersey or any other state, including, but not limited to, the Age Discrimination In Employment Act of 1967, as amended, 29 U.S.C. §621 et seq.; Title VII of the Civil Rights Act

of 1964, as amended, 42 U.S.C. §2000e et seq.; the Equal Pay Act of 1963, as amended, the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq.; the Conscientious Employee Protection Act, N.J.S.A. 34:19-1 et seq.; the National Labor Relations Act, 29 U.S.C. §151 et seq.; the Americans with Disabilities Act, 42 U.S.C. §12101 et seq.; the Family and Medical Leave Act, 29 U.S.C. §2601 et seq.; 42 U.S.C. §1981; 42 U.S.C. §1983; and the Employment Retirement Income Security Act of 1974, the New Jersey Civil Rights Act, N.J.S.A. 10:6-1, et seq., Civil Bias, N.J.S.A. 2A:53A-21, and any other Federal, State or local equal employment opportunity laws, regulations, or ordinances; negligence; intentional tort; breach of contract; breach of collective bargaining agreement; interference with contract/business advantage; fraud; defamation; malicious prosecution; conspiracy; assault and battery; intentional infliction of emotional distress; common law claims for wrongful termination and retaliation; and any other duty or obligation of any kind or description. The Release waives all claims for discovery, whether asserted or unasserted, relating to materials or events that predate the execution of the Agreement.

The Release is intended by the parties to be construed to release any and all claims and rights arising on or before the date of the execution of the Agreement to the fullest extent permitted by law. This agreement bars the parties from initiating legal action only to the fullest extent permitted by law. It does not bar a party from instituting legal action for the sole purpose of enforcing the Agreement.

Plaintiff and Defendants represent to each other that, other than the Lawsuit specifically referenced herein, there are no pending lawsuits, charges, or other claims of any nature whatsoever by or on behalf of Plaintiff against Defendants or any of them or by or on behalf of Defendants or any of them against Plaintiff in any state or federal court or any agency or other

administrative body or arbitration setting, filed by Plaintiff, now pending. Further, Plaintiff agrees, to the fullest extent permitted by law, not to institute any lawsuit, charges, or other claims of any nature whatsoever against Defendants in any forum, or to seek discovery from Defendants based upon any events, whether known or unknown, occurring prior to the date of the execution of the Agreement, including, but not limited to, any event related to, arising out of, or in connection with any aspect of Plaintiff's employment with the Borough of Roselle. Additionally, Defendants agree, to the fullest extent permitted by law, not to institute any lawsuit, charges, or other claims of any nature whatsoever against Plaintiff in any forum, or to seek discovery from Plaintiff based upon any events, whether known or unknown, occurring prior to the date of the execution of the Agreement, including, but not limited to, any event related to, arising out of, or in connection with any aspect of Plaintiff's employment with the Borough of Roselle. With respect to any report or claim or participation in any investigation or proceeding from which Plaintiff may not lawfully be precluded, Plaintiff understands and agrees that she hereby voluntarily waives any right to monetary damages against any Defendants in such action. Furthermore, nothing in this Release shall be construed to bar Plaintiff from reporting anything where the prohibition would be precluded by law.

8. By executing this Agreement, Plaintiff acknowledges that none of the Defendants admit that it or they have done anything wrong, and that Defendants have specifically asserted that they have not violated or abridged any federal, state, or local law or ordinance, or any contract or any right or obligation that it or they may owe or may have owed to Plaintiff. This Agreement shall not constitute an admission of liability or wrongdoing for any purpose. Plaintiff further acknowledges that the allegations contained in the Lawsuit remain disputed and denied by Defendants and that the Borough and its JIF assert that they underwent a cost benefit analysis,

made a business decision, and have agreed to settle this lawsuit in order to avoid the inherent uncertainties with any legal proceeding and the additional legal fees and expenses with continuing this dispute, but that this Release represents a compromise of a disputed claim, and any liability, wrongdoing, malfeasance, misfeasance or negligence on the part of any Defendant is expressly denied.

9. The Agreement contains the sole and entire agreement between Plaintiff and Defendants and fully supersedes any and all prior agreements and understandings pertaining to the subject matter hereof. Plaintiff and Defendants represent and acknowledge, in executing the Agreement, that they have not relied upon any representations or statements not set forth herein made by any other party to the Agreement or their counsel or representatives with regard to the subject matter of the Agreement. No other promises or agreements shall be binding unless in writing and signed by the parties hereto.

10. Plaintiff and Defendants agree that if any provision of the Agreement is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall not be a part of the Agreement. The legality, validity and enforceability of the remaining provisions of the Agreement shall not be affected by a determination that a provision herein is illegal, invalid or unenforceable.

11. Plaintiff agrees that she will not make any oral or written statement disparaging, defaming or slandering any of the Defendants. Defendants agree that it will not make any oral or written statements disparaging, defaming or slandering the Plaintiff.

12. Plaintiff represent that she is not eligible for Medicare and has not received any Medicare benefits in connection with this claim. Plaintiff shall execute Medicare releases and authorizations as set forth in Exhibit B.

Nonetheless, if the Centers for Medicare and Medicaid Services or any related agency representing Medicare's interests determine that Medicare has an interest in the payment to Plaintiff under this Release, Plaintiff agrees to indemnify and hold Defendants harmless from any action by the Centers for Medicare and Medicaid Services relating to medical consultation/evaluation/treatment rendered to Plaintiff. Plaintiff further understands and agrees that satisfaction of any potential interest of Medicare from the proceeds payable under this Release shall be the sole and exclusive responsibility of Plaintiff and Plaintiff agrees to provide proof of such satisfaction to the Borough and its JIF upon request. Plaintiff agrees that the duties stated in this paragraph are non-delegable and failure to perform such duties shall provide the Borough and its JIF with a right to recover any monies paid caused by the failure to satisfy any potential interest of Medicare, including any additional expenses incurred and attorney fees and enhanced fees.

Specifically, Plaintiff agrees to indemnify and hold harmless the Defendants, their insurers, attorneys, third party administrators and other in privity with them from any claims by, through and/or under Plaintiff including, but not limited to, any past, present or future claims, private causes of action, liens, rights of subrogation, indemnification claims, contribution claims, defense claims, losses, actions, damages, demands, suits, liabilities, denial of coverage actions, protection of interest actions, judgments, costs and expenses, including attorneys' fees and enhanced fees, whatsoever made by or sustained by or arising from any person, corporation, partnership, state or federal government, governmental agency including, but not limited to, the Social Security Administration, Medicare, Medicaid, any hospital, or any other medical provider, health care provider, disability or insurance benefits provider, workers compensation carrier, Medicare provider, Medicaid provider or any other entity arising in whole or in part out of the

Lawsuit, or in any way connected to the Lawsuit, even though not a signatory to this Agreement.

Further, even though Plaintiff is not currently enrolled in Medicare, should Plaintiff so enroll in the future, then Plaintiff shall set aside funds necessary in an approved Medicare Set Aside Account, to pay for any anticipated future medical and/or health care needs of Plaintiff, if Plaintiff holds any belief that she may require treatment that is related to and/or arises from the Lawsuit. Moreover, Plaintiff avers and covenants that if Plaintiff determines not to set aside funds in an approved Medicare Set Aside Account then, in conjunction with her affirmations set forth above and in his Certification attached as Exhibit B, it is because she does not at all expect the she will require medical and/or health care treatment for any conditions related to and/or arising from the Lawsuit and/or for the exacerbation of any medical and/or health care conditions for which Plaintiff currently received medical benefits, which exacerbation is related to and/or arises from the Lawsuit. Further, should funds not be placed in any approved Medicare Set Aside Account for Plaintiff, and if care and treatment conditions related to and/or arising out of the Lawsuit are subsequently sought, then Plaintiff covenants and represents to the Defendants, their JIF, attorneys, third party administrators and others in privity with them, that Plaintiff will not submit or seek payment, for said medical care, from Medicare and/or any other government funded program.

13. 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 Release except as otherwise set forth in this Release, and that Plaintiff has the sole right and exclusive authority to sign this Release and receive the sum specified in it; and the Plaintiff has not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, or causes of actions referred to in this Release.

14. New Jersey law shall govern the Agreement, and any action under, and/or touching upon or affecting, the terms of the Agreement, shall be brought in a Court of competent jurisdiction located within the State of New Jersey.

15. The Settlement Agreement and General Release may be executed and delivered in any number of counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes and such counterparts together shall constitute but one and the same instrument. The parties agree to accept facsimile signatures or Portable Document Format ("pdf") signatures in lieu of original signatures.

16. The parties agree that Plaintiff, providing she holds the applicable Commercial Drivers License and the civil service position Truck Driver, shall be assigned dumpster roll-off routes, which are assignments which only necessitate a driver and no other Borough employees. The Borough shall assign, and the Plaintiff accept, these assignments when available during Plaintiff's regularly scheduled workday. This agreement shall not apply to any overtime assignments. If the roll-off assignments are either not available or do not occupy the entirety of Plaintiff's regular work day, Plaintiff agrees to accept other assignments.

IN WITNESS WHEREOF, the Parties have executed and delivered the Settlement Agreement and General Release intending to be bound hereby effective as of October , 2018.

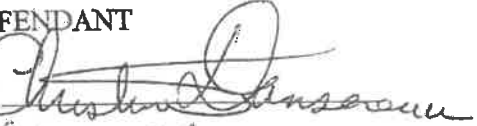
CELESTE SITARSKI
PLAINTIFF

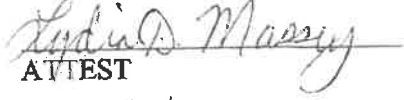
DATED

WITNESS

DATED

BOROUGH OF ROSELLE
DEFENDANT

By: 


ATTEST

11/5/18
DATED

EXHIBIT A
STIPULATIONS OF DISMISSAL WITH PREJUDICE
SEE ATTACHED

KOLOGI ♦ SIMITZ
Counsellors at Law
500 North Wood Avenue
Linden, New Jersey 07036
Phone: (908) 486-8877
Attorney for Defendant Borough of Roselle
Department of Public Works
Attorney ID# 1634-2001; 037601983

CELESTE SITARSKI,

Plaintiff,

vs.

BOROUGH OF ROSELLE

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION, UNION COUNTY

Docket No. UNN-L-215-16

Civil Action

**STIPULATION OF DISMISSAL
WITH PREJUDICE**

It is hereby stipulated and agreed by and between the attorneys for the Plaintiff and the attorneys for Defendant Borough of Roselle that the within action is hereby dismissed, with prejudice and without costs.

Olu Abiona, Esq.
Attorneys for Plaintiff

By: Olu Abiona, Esq.

Abara Law firm, PLLC
Attorney for Plaintiff

By: Obinna Abarra, Esq.

Kologi ♦ Simitz, Counsellors at Law
Attorneys for Defendant Borough of Roselle,

By: Michael Simitz, Esq.

EXHIBIT B
MEDICARE RELEASE
SEE ATTACHED

GENERAL RELEASE
(No Medicare Involvement)

I. Consideration and Release of Claims

For the Sole Consideration of \$225,000, the receipt and sufficiency whereof is hereby acknowledged, the undersigned Celeste Sistarski ("Releasing Party"), intending to be legally bound releases and forever discharges the Borough of Roselle, PEJIF and any other person, partnership, firm, corporation or other entity charged or chargeable with responsibility or liability and her/her/their/its heirs, executors, administrators, agents, insurers and assigns, and in case of corporations, all of its parents, subsidiaries, and affiliates, and its or their predecessor or successor corporations, and its or their former and current directors, officers, employees, agents, insurers and attorneys (collectively referred to as the "Released Parties") none of whom admit any liability to the Releasing Party but all expressly deny any liability, from any and all debts, claims, demands, damages, actions, causes of action or suits and liabilities of any kind or nature whatsoever including any claim for contribution or indemnity and particularly on account of all injuries, known and unknown, both to person and property, which have resulted from or may in the future develop from all claims which were or could have been asserted in the civil action entitled, "Celeste Sistarski v. Borough of Roselle," filed in the New Jersey Superior Court, Union County, Law Division, bearing Docket No. UNN-L-215-16 ("the Lawsuit")

II. Warranty as to Medicare Involvement

The Releasing Party hereby understands and acknowledges that the Medicare, Medicaid and SCHIP Extension Act of 2007 (the "Extension Act") requires the reporting to designated representatives of Medicare any settlement in which all future claims are released and the injured party is either a current Medicare beneficiary or has the potential to be eligible for Medicare benefits within thirty months of the settlement. In further consideration of the settlement agreed to herein, the Releasing Party warrants and represents to the Released Parties, Insurer and their attorney(s) the following:

- Medicare has made NO CONDITIONAL PAYMENTS for any medical expense or prescription expense on my behalf related to the Occurrence.
- I am not, nor have I ever been a Medicare beneficiary.
- I am not currently receiving Social Security Disability Benefits.
- I have not applied for Social Security Disability Benefits.
- I have not been denied, nor have I appealed from a denial of Social Security Disability Benefits.
- I do not expect to be eligible for Medicare benefits within the next 30 months.
- I am not in End Stage Renal failure.
- No liens, including but not limited to liens for medical treatment by hospitals, physicians, or medical providers of any kind have been filed for the treatment of injuries sustained in the Occurrence.

III. Other Terms

The Releasing Party hereby acknowledges and agrees that he/she/they will satisfy from these proceeds any liens associated with the Occurrence and that he/she/they are solely responsible and liable for satisfaction of all liens and/or subrogation claims arising out of the Occurrence and that he/she/they will defend, indemnify and hold harmless the Released Parties should any claim be asserted against the Released Parties or their attorney(s) who are relying upon the representation.

The release shall be binding upon the Releasing Party and her/her/their/its successors, assigns, heirs, executors, administrators and legal representatives.

The Releasing Party hereby declares that the terms of the settlement have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromised settlement of any and all present and future claims, disputed or otherwise, on account of the injuries and damages above mentioned, and for the express purpose of precluding forever any further or additional claims arising out of the aforesaid occurrence or incident.

The Releasing Party further states that the foregoing release has been read carefully and the contents are known and the release is signed as my/our own free act and deed as the Releasing Party intends to be bound by its terms and conditions.

** * * CAUTION. READ BEFORE SIGNING. THER IS A RELEASE. * * **

IN WITNESS WHEREOF,

I/We have hereunto set my/our hand(s) and seal(s) the ____ day of _____,
_____.

Signature of Witness #1

Signature of Releasing Party #1

Printed Name of Witness #1

Printed Name of Releasing Party #1

Address of Witness #1

Address of Releasing Party #1

Signature of Witness #2

N/A
Signature of Releasing Party #2

Printed Name of Witness #2

Printed Name of Releasing Party #2

Address of Witness #2

Address of Releasing Party #2

Subscribed and sworn to before me by Celeste Sitarski on this _____ day of October 2018.

Notary Public

My Commission Expires: