

SETTLEMENT AGREEMENT AND RELEASE

This **Settlement Agreement and Release** (hereinafter referred to as the "Agreement"), made this 8th day of November, 2022, by and among: Asish Kumar, Michael Diaferia, Jeffrey Redrup, Ozzy Guzman, and Michael Clare ("EMS Committee of Petitioners"), and Kamuela Tillman, Mindy Goldstein, Juliet Pastras, Laura Leibowitz, and Staci Berger ("Tape Committee Of Petitioners") and Piscataway Progressive Democratic Organization (collectively referred to as the "Petitioners"); and Piscataway Township Council, and Melissa Seader, in her Capacity as Piscataway Municipal Clerk (hereinafter collectively referred to as "Piscataway")

WHEREAS, the Petitioners filed an action against Piscataway, Docket No. MID-L-005017-21, which action resulted in a decision of the trial court in favor of the Plaintiffs, but denying the award of attorney's fees to Plaintiff; and

WHEREAS, Piscataway appealed the trial court's decision in favor of the Plaintiffs and the Plaintiffs filed a cross appeal challenging the denial of their attorney's fees; and

WHEREAS, the Appellate Division, by a split 2 to 1 vote, upheld the trial court's decision in favor of the Plaintiffs, but overruled the trial court's decision denying the Plaintiffs attorney's fees; and

WHEREAS, such a split decision allowed the Township an appeal, as of right, to the New Jersey Supreme Court; which appeal the Township filed; and WHEREAS, the parties wish to avoid the uncertainty, legal fees and costs of appeals to the Supreme Court and now wish to amicably resolve this matter; and the parties wish to resolve their differences;

NOW, THEREFORE, for and in consideration of the mutual promises and conditions hereinafter contained, the parties agree as follows:

1. For and in consideration of the payment of the sum of Thirty Two Thousand and 500/100 Dollars (\$32,500.00), representing the compromised attorney's fees claim of the Petitioners, the sufficiency of which is hereby acknowledged, Petitioners do hereby release, acquit, and forever discharge Piscataway, its successors, assigns, elected officials, officers, employees, agents, attorneys, representatives, and any other person or entities acting on its behalf from any and all claims, actions, causes of actions, demands, obligations, liens, rights, damages, cost, loss of service, expenses and/or compensation of any nature whatsoever, including compensatory, punitive and/or exemplary damages, costs, and attorney's fees which Petitioners now have or which they may hereafter have or accrue against Piscataway, both known and unknown, on account of, or in any way arising out of the facts and claims asserted by Petitioners in Docket No. MID-L-005017-21, and the appeal therefrom filed under Docket No. A-000227-21. The Settlement Payment shall be made within thirty (30) days of formal approval of the Township of Piscataway Council, and upon receipt of the full execution of this Agreement, and Stipulations of Dismissal with Prejudice.

2. The Settlement Payment shall be made by check, payable to New Jersey Appleseed Public Interest Law Center, Attorney for Petitioners. The Settlement Payment by Piscataway is intended by the mutual agreement of the Parties to be full compensation for all claims asserted in the Action and all potential claims which could have been asserted against Piscataway in connection with this matter.

3. Petitioners agree to voluntarily dismiss any and all claims asserted, and which could have been asserted, against Piscataway with prejudice and without costs or attorney's fees, which voluntary dismissal shall be filed within ten (10) days of the receipt of the Settlement Payment. The Township will withdraw any appeal to the New Jersey Supreme Court within 10 days of the receipt of a fully executed copy of this Agreement.

4. This Agreement has been arrived at through bargaining and negotiation and represents a final and agreed upon compromise, and is an accord and satisfaction of any and all of Petitioners' claims against Piscataway as set forth in numbered paragraph 1 and 2 above. Petitioners agree that they have received no inducement, promise or offer of any kind whatsoever except for the consideration stated herein, and that this agreement is executed without reliance upon any statement or representation by Piscataway, or its representatives, or anyone else.

5. It is understood and agreed that this Agreement is a compromise of a disputed Claim, and is not an admission of liability by Piscataway.

6. The parties hereto agree that this Agreement shall be interpreted according to the laws of the State of New Jersey. By entering into this Agreement, the parties represent that the person signing this Agreement on its behalf has been authorized according to applicable law to execute this Agreement and to bind the party to the terms hereof. By entering into this

Agreement, the parties represent that they have relied upon the advice of counsel and that the terms of this Agreement have been completely read by them and where necessary, explained to them by their attorney, and that these terms are fully understood and voluntarily accepted.

7. The parties hereto agree to cooperate fully in the execution of any and all supplemental documents and to take any additional actions which are consistent with and which may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

8. The terms of this Agreement and any disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to choice of law principles. The Parties submit themselves to the *in personam* jurisdiction of the Superior Court of New Jersey, Law Division, Middlesex County, which shall have exclusive jurisdiction to resolve any disputes or claims arising from this Agreement.

9. If any term or provision of this Agreement or the application thereof to any party, person or circumstance, shall to any extent be found to be invalid or unenforceable, the remainder of the Agreement, or the application of such provision to a party, person or circumstance other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and shall be enforceable to the extent permitted by law.

10. Execution of this Agreement may be accomplished in separate counterparts, and transmitted by facsimile or e-mail, and each such counterpart shall be deemed an original with the same effect as if all Parties had signed the same document.

11. This Agreement is the product of negotiation among the Parties and their counsel with no one person or entity being vested with primary drafting responsibility. The Parties to this

Agreement acknowledge that each party and their respective counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities shall be construed against the drafter shall not apply.

12. This Agreement applies to Petitioners and anyone who succeeds to their respective rights and responsibilities including, but not limited to, their respective heirs, successors, assigns, executors, administrators, predecessors, agents, and representatives and to Piscataway and its respective past, present and future employees, officers, directors, officials, divisions, departments, agents, insurers, attorneys, representatives, predecessors, successors and assigns.

13. The Parties, through their counsel, shall sign Stipulations of Dismissal with Prejudice and Without Costs or Attorney Fees ("Stipulations") with regard to the above matter, the filing of which shall be made by Petitioners' counsel within ten (10) days of the date of receipt of the settlement check.

14. The parties further understand and agree that this Agreement is contingent upon review and approval by the Piscataway Township Council.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

ATTEST

Piscataway

Melissa A. Seader
Township Clerk

WITNESS:

By:

Brian C. Wahlen

(Title)

EMS Committee of Petitioners

TAPE Committee of Petitioner

By: Renée Steinhagen, Esq,
New Jersey Appleseed

Rene Steinhagen, 11/08/2012