

SETTLEMENT AGREEMENT AND RELEASE

THE SETTLEMENT AGREEMENT AND RELEASE (hereinafter "Agreement") is made between **William Lemire**, his heirs, representatives, successors and assigns (hereinafter referred to as "Lemire" or "Plaintiff"), and the **TOWNSHIP OF PISCATAWAY**, its present and former elected officials, officers, directors, agents, attorneys, employees, former employees, volunteers, representatives, insurers, agencies, departments and all of their successors and assigns. (hereinafter referred to as "Township of Piscataway" or "Defendant")

RECITALS

WHEREAS, Lemire is an employee of the Township of Piscataway who filed suit asserting claims arising out of his employment, entitled William Lemire v. the Township of Piscataway, et al, in the New Jersey Superior Court, Law Division, Middlesex Vicinage, under Docket No. L-6210-17. (Hereinafter "Action"); and

WHEREAS, the parties to the Action have reached an agreement to fully and finally settle all claims among them, that were asserted or that could have been asserted in the Action; and.

WHEREAS, the Defendant in the Action, Township of Piscataway, admits no liability or any wrongdoing of any kind.

NOW, IN CONSIDERATION of the payment to Lemire provided for by this Agreement, and other good and valuable consideration and the promises and covenants contained herein, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Thirty-five (35) days after receipt by Richard Amdur of Amdur, Maggs, Shor & Dugan, PC of the fully executed agreement by Lemire and his counsel, as well as all exhibits appended to this agreement, the above Defendant, by and through its insurance administrators, shall deliver a check to the Law Offices of Sciarra & Catrambone, LLC in the amount of \$335,000.00 (Three hundred, thirty five thousand dollars), in full satisfaction of all claims which Lemire may have, whether known or unknown, as of the date of this Settlement Agreement as against the Defendant, Township of Piscataway, including but not limited to claims of negligent and/or

wrongful acts, statutory claims and Civil Rights claims, which allegedly resulted in personal injury, mental anguish, pain and suffering, emotional distress, medical expenses, attorney fees and costs, as well as economic loss including back pay, front pay, and lost wages. The check will be made payable to Sciarra & Catrambone, LLC, Attorney Trust Account. Lemire has agreed with the designation of the payee as stated above, has authorized the check to be made payable as indicated and waives any claim for improper payment, and has requested that the check to be delivered to Sciarra & Catrambone, LLC for distribution.

2. In consideration of the payment set forth in paragraph 1, Lemire hereby releases and forever discharges the Township of Piscataway, its present and former elected officials, officers, directors, agents, attorneys, employees, former employees, volunteers, agencies, departments, representatives, insurers and reinsurers and all of their successors and assigns, from any and all actions, causes of action, suits, claims, liabilities, obligations, promises, agreement, grievance, controversy, damage, right, demand, loss, debt, expense, charges or complaints, known or unknown, which Lemire has, may have, or claim to have against any of them for everything that has occurred up to the date of the signing of this Agreement. The parties further agree that the Defendant shall have the sole right to pursue claims against any third party insurers for reimbursement of the settlement amounts paid hereunder and the costs and expenses incurred by them to defend Plaintiff's claims under any applicable policies of insurance, and that this settlement shall not constitute a waiver or release of such claims. Lemire acknowledges that this is a General Release and includes but is not limited to claims set forth in the Complaint and as developed in this Action. Lemire hereby expressly waives and releases any and all claims or rights arising under the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, et seq., claims or rights arising under the New Jersey Civil Rights Act, N.J.S.A. 10:6-1 et seq., claims arising under any federal or state constitution, statute or law; Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act; the Older

Workers Benefit Protection Act; the Civil Rights Act of 1991; 42 U.S.C. §1981 through 1988; the Americans With Disabilities Act; the Rehabilitation Act of 1973; the Family and Medical Leave Act of 1993; the Equal Pay Act; the Fair Labor Standards Act; the New Jersey Conscientious Employee Protection Act, N.J.S.A. 34:19-1, et seq.; the anti-retaliatory provisions of the New Jersey Workers Compensation Act; the New Jersey Family Leave Act; the New Jersey State Wage and Hour Law; the New Jersey Wage Payment Act; all claims arising under any Executive Order and any claims derived from or based upon any federal or state regulation; all common-law claims including, but not limited to, wrongful discharge, wrongful suspension, negligent infliction of emotional distress, wrongful acts, negligence, gross negligence, public policy violations, whistleblower retaliation, breach of an express or implied contract, breach of an implied covenant of good faith and fair dealing, intentional infliction of emotional distress, negligent or intentional misrepresentation, defamation, fraud, misrepresentation, negligent or tortious interference with a contract or prospective economic advantage; all claims for any economic loss including but not limited to back wages, front pay, overtime pay, fringe benefits, or any other form of compensation; all claims for personal injury, including but not limited to mental anguish, humiliation, pain and suffering, emotional distress, damage to name or reputation, or any other form of compensatory, equitable, or punitive damages, and all claims for costs, expenses, and attorney's fees and any and all other claims however denominated, regardless of legal theory. This General Release includes all claims, known or unknown, for anything that has occurred up to and including the date of this Agreement. Lemire further releases any and all rights he may have to seek discovery on any claims which have been encompassed by this lawsuit, or which has been a result of the actions of the Defendant, its representatives, agents, attorneys, volunteers, former or present elected officials, or former or present employees. Plaintiff agrees that the release he is granting to Defendant contained in this Settlement Agreement may be pleaded as a complete bar to any action or suit before any court or administrative

body regarding any claim released herein. Defendant hereby releases and forever discharges Lemire from any and all claims for attorney's fees which they may have against Lemire, his heirs, executors, administrators, successors and/or assigns, arising out of this lawsuit.

3. This Agreement does not constitute and shall in no manner be construed as an admission of any wrongdoing or liability, or violation of any federal or state statute, or common law rights, including those relating to the provisions of any law or statute concerning employment actions, or of any other possible or claimed violation of law or rights, on the part of Plaintiff, and/or the Township of Piscataway or as an admission by the Township of Piscataway of the validity of any of the Plaintiff's allegations as contained in his Complaint and/or as supplemented during the course of discovery during the course of this Action. The Defendants continues to maintain the validity of the denials and affirmative defenses as set forth in this Action and enters into this Agreement thereby avoiding further expense and inconvenience and putting to rest the controversies between Lemire and the Defendant.

4. The parties acknowledge the settlement of this matter reflects a desire of the parties to amicably resolve the issues disputed and the parties expressly acknowledge that neither the settlement nor any position taken establishes that the Township of Piscataway acted in a discriminatory or wrongful manner with respect to plaintiff during his employment with the Township of Piscataway, or thereafter.

5. Lemire understands and agrees that the settlement check being provided to him pursuant to paragraph 1 above shall not be cause for the re-computation of any of Plaintiff's benefits that may have been provided to him by Defendant, if any.

6. Lemire agrees not to make any derogatory or disparaging statements to anyone and agrees to direct his attorneys not to make any such statements regarding Defendant, Defendant's services, governance, business or employment practices; nor will Plaintiff take any action intended

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or which may reasonably be expected, directly or indirectly, to impair the good will, name and reputation of Defendant.

7. A form 1099 will be issued to Sciarra & Catrambone, LLC (Tax Id. No. 22-3678036). Lemire agrees he is responsible for determining the taxability of the settlement payment referred to in paragraph 1 above and for paying taxes, if any, which are determined to be owed by Lemire (including penalties and interest related thereto) by any taxing authority with respect to such payment. Defendant makes no representations regarding the federal or state tax consequences of the payments referred to above and shall not be responsible for any tax liability, interest or penalty incurred by Lemire, or his counsel, which in any way arises out of or is related to said payment. Should any federal or state taxing agency, authority or department challenge the apportionment of the total settlement amount, Lemire and his counsel agree to pay any amount that may be determined to be due and owing as taxes, interest and penalties arising out of the payments referred to in Paragraph 1 should it be determined that all or part of such payments constitute gross income to Lemire, and his counsel, within the meaning of the Internal Revenue Code of 1986, as amended, or under any other federal, state or local statute or ordinance. Lemire and his counsel further agree to (i) hold harmless Defendant against, and to indemnify Defendant for, any and all losses and/or damages arising from claims by the Internal Revenue Service ("IRS"), or any other taxing authority or other governmental agency (whether federal, state or local), which may be made against Defendant arising out of or relating to Defendant's failure to withhold any portion of the payment to Lemire for income or social security tax purposes, or for any other purpose, and (ii) reimburse Defendant for any resulting payments, including without limitation, all penalties and interest payable to the IRS, or any other taxing authority or governmental agency. The parties further agree that Defendant will give Lemire and his counsel notice of any such claim, and Lemire and his counsel will cooperate with Defendant in the defense of such claim. In any action commenced against

Lemire and his counsel to enforce the provisions of this paragraph, Defendant shall be entitled to recover its attorneys' fees, costs, disbursements, and the like incurred in prosecuting the action.

8. By executing this Agreement, Lemire certifies that he has complied with the requirements of N.J.S.A. 2A:17-56.23b. Plaintiff understands and agrees that the settlement amount referenced in Paragraph 1 will not be released until such time as his attorney provides Defendant's counsel with a certified copy of a child support judgment search, performed by a private judgment search company, reflecting that Plaintiff is not a child support judgment debtor. A copy of the Charles Jones Report shall be attached hereto by Plaintiff's counsel as Exhibit A.

9. Plaintiff acknowledges that all claims for wages and medical expenses, paid or unpaid, and/or liens asserted for wages and medical expenses, paid or unpaid, will be satisfied from the proceeds of this settlement. Payment for any medical expenses will be satisfied from the proceeds of any monies paid to Plaintiff. Plaintiff further agrees that he will be responsible for reimbursement, if any, of Medicaid or Medicare, from the proceeds of this settlement. By executing this agreement, Plaintiff certifies that he has complied with the requirements of 42 U.S.C. §1395y, et seq and 42 C.F.R. §411.24, et seq. Should any subsequent claims be made under these subsections, Plaintiff further agrees to (i) hold harmless Defendant against, and to indemnify Defendant for, any and all losses and/or damages arising from claims relating to Medicare/Medicaid brought by any governmental agency (whether federal, state or local) or any other medical provider, which may be made against Defendant arising out of or relating to Defendant's failure to withhold any portion of the payment to Plaintiffs for medical lien purposes, or for any other purpose, and (ii) reimburse Defendant for any resulting payments, including without limitation, all penalties and interest payable to any governmental agency or medical provider.

10. It is specifically understood and agreed that the amount paid under this Release and Agreement includes all attorneys' fees and costs to which Plaintiff and/or his attorney(s) may be

entitled and the settlement sum is specifically intended to be inclusive of all attorneys' fees and costs. Plaintiff understands that by executing this Agreement and Release, he releases and waives any claim and/or right to attorneys' fees and expenses in connection with the Action. Neither Plaintiff, nor Sciarra & Catrambone, LLC or any other Law Firm, nor anyone acting on their behalf, shall make an application for additional monies in addition to the amount set forth in Paragraph 1, as those amounts are included in the total payment being made herein.

11. The parties further agree that counsel for Plaintiff will execute and provide to Defendant, with this release, a Stipulation of Dismissal with prejudice and without costs or attorney fees of the claims in this action. Plaintiff understands that within ten (10) days of the receipt by counsel for Plaintiff of the payments referred to in Paragraph 1 herein, a Stipulation of Dismissal with Prejudice and without costs or attorney fees as to claims against Defendant, the Township of Piscataway, shall be filed with the Clerk of the New Jersey Superior Court, Law Division, Middlesex vicinage. Plaintiff and Defendant, the Township of Piscataway, agree on the form of the Stipulation of Dismissal of this Action, with Prejudice, which is attached hereto as Exhibit B.

12. Lemire further covenants and promises that he will not hereafter file or cause to be filed on his behalf any charge, complaint or legal or administrative action of any nature before any court or administrative agency to assert any claim against Defendant or any of the persons or entities released herein for anything that has occurred up to and including the date of this Agreement.

13. Lemire represents that he has not assigned to any third party any right or claim that he has, may have or believes he has or may have against the Defendant. Lemire represents that he has no other charge, claim or complaint of any kind pending against the Defendant and he further covenants and represents that he will not file or permit any third-party to file any charge, claim or complaint against the Defendant seeking personal recovery, sanctions or personal injunctive relief with respect to any matter in any way arising out of or relating to Plaintiff's involvement with the

Defendant prior to the date that this Release and Settlement Agreement has been executed, or any matter or incident relating to the subject matter of the Complaint.

14. Lemire agrees that he is not aware of and/or will not voluntarily assist in any claim, allegations of other wrongdoing, or litigation which may be pending or filed in the future against Township of Piscataway, its representatives, former and present employees, volunteer employees, former and present elected officials, attorneys, representatives, insurers, agencies, departments or agents. The parties hereto acknowledge that Lemire may be compelled to testify in litigation by court order or process.

15. In the event any party breaches the terms and provisions set forth in the preceding paragraphs, then any other party shall be entitled to bring an action for breach of this Agreement. If any party seeks to enforce or rescind this Agreement as a result of a breach, the other parties will be entitled to be restored to the status quo ante or an order of enforcement, plus attorney fees to the prevailing party.

16. By executing this Agreement, Lemire represents and acknowledges that he does not rely, and has not relied upon, any representation or statement not set forth in this Agreement made by Defendant, or its respective counsel with regard to the subject matter, basis, or effect of this Agreement or otherwise. This Agreement sets forth the entire agreement between the parties and supersedes any and all prior agreements or understandings between the parties.

17. This Agreement shall be binding upon and inure to the benefit of Lemire and the Township of Piscataway, and any of his respective heirs, legal or personal representatives, or its agents, employees, officers, elected officials, successors or assigns.

18. This Agreement shall be construed in accordance with the laws of the State of New Jersey, without regard to the conflicts of laws or choice of law provisions thereof.

19. The parties agree that the language of this Agreement has been negotiated, is a

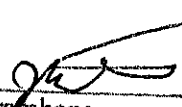
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product of the draftsmanship of all of the parties and that the usual rule that the provisions of a document are to be construed against the drafter shall not apply to the interpretation of any provisions hereof.

20. The signature of the Plaintiff below indicates that he has had an opportunity to review this Agreement with his respective attorney(s), that he has read and understood the provisions and that he has executed it voluntarily with full knowledge of the significance of all provisions.

21. This Agreement may be executed in counterparts, each of which, when so executed and delivered, shall be deemed to be an original.

IN WITNESS WHEREOF, and intending to be legally bound, this Agreement is executed.

 2.28.20

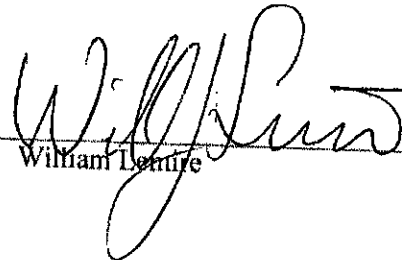
Jeffrey Catrambone
Sciarra & Catrambone, LLC
Attorney for Plaintiff William Lemire

Richard Amdur
Amdur, Maggs, Shor & Dugan, PC
Attorney for Defendant, Township of Piscataway

STATEMENT BY THE INDIVIDUAL WHO IS SIGNING BELOW:

The Defendant has advised me in writing to consult with an attorney prior to executing this Agreement and Release. I have carefully read and fully understand the provisions of the Agreement and Release and have had sufficient time and opportunity (over a period of at least twenty-one (21) days) to consult with my personal tax, financial and legal advisors prior to executing this document, and I intend to be legally bound by its terms. If this Agreement is executed prior to the expiration of the twenty-one (21) day period so specified, I do so in a knowing and voluntary manner with the full knowledge that I am waiving any and all rights or claims I may have to the later challenge the sufficiency, scope or terms of the Agreement and have done so after consultation with my attorney. I understand that I may revoke my signature within seven (7) days following my signing; I understand that my rights under this Agreement are contingent on my signing this Agreement and Release and not revoking my signature on said document.

BY:


William Lemire

WITNESS:

STATE OF NEW JERSEY :
: SS.
COUNTY OF :

I CERTIFY that on February 28, 2020, William Lemire, personally came before me and acknowledged under oath, to my satisfaction, that this person:

- (a) is named in and personally signed this document; and
- (b) signed, sealed, and delivered this document as his act and deed.

MICHELE D. FERDINANDO
NOTARY PUBLIC OF NEW JERSEY
Comm. # 2347498
My Commission Expires 7/25/2021



Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Sciarra & Catrambone, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **P**
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1130 Clifton Avenue

6 City, state, and ZIP code

Clifton, NJ 07013

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

2 2 - 3 6 7 8 0 3 6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► **2.21.20**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What Is backup withholding*, later.



* * * CHILD SUPPORT JUDGMENT SEARCH * * *
NEW JERSEY SUPERIOR COURT

242-2442-97

RE: 17268

CERTIFIED TO:

SCIARRA & CATRAMBONE LLC
1130 CLIFTON AVE
CLIFTON NJ 07013

CHARLES JONES LLC HEREBY CERTIFIES THAT IT HAS SEARCHED THE INDEX OF
THE CIVIL JUDGMENT AND ORDER DOCKET OF THE SUPERIOR COURT OF NEW JERSEY
AND DOES NOT FIND REMAINING UNSATISFIED OF RECORD THEREIN A JUDGMENT
FOR CHILD SUPPORT PURSUANT TO N.J.S.A. 2A:17-56.23(B) EXCEPT AS SET
FORTH BELOW AGAINST:

WILLIAM LEMIRE
SSN: XXX-XX-
*** Name is CLEAR ***

FROM TO
09-01-1992 02-18-2020

DATED 02-18-2020
TIME 08:45 AM

SERVICE FEE: \$ 10.00
CONV FEE: \$ 3.00
TAX: \$ 0.00
TOTAL: \$ 13.00
CJ20-051-04766 051 0917051 01

CHARLES JONES LLC
P.O. BOX 8488
TRENTON, NJ 08650



*** UNITED STATES PATRIOT NAME SEARCH ***

242-2442-97
CERTIFIED TO:

RE: 17268

SCIARRA & CATRAMBONE LLC
1130 CLIFTON AVE
CLIFTON NJ 07013

CHARLES JONES LLC HEREBY CERTIFIES THAT IT HAS SEARCHED THE LIST OF "SPECIALLY DESIGNATED NATIONALS AND BLOCKED PERSONS" MAINTAINED BY THE OFFICE OF FOREIGN ASSETS CONTROL, U.S. DEPARTMENT OF THE TREASURY, PURSUANT TO EXECUTIVE ORDER 13224 AS AMENDED BY EXECUTIVE ORDER 13268, AS WELL AS "THE CONSOLIDATED SANCTIONS LIST" THAT INCLUDES THE LIST OF "FOREIGN SANCTIONS EVADERS" PURSUANT TO EXECUTIVE ORDER 13608 AND MAINTAINED BY THE OFFICE OF FOREIGN ASSETS CONTROL, U.S. DEPARTMENT OF THE TREASURY AND REPORTS THE FOLLOWING FINDINGS WITH RESPECT TO THE NAME(S) LISTED BELOW:

THROUGH
WILLIAM LEMIRE (Individual) 02-18-2020

***** CLEAR PATRIOT NAME SEARCH *****

NOTE: According to the U.S. Department of Treasury, no U.S. person may deal with any Libyan or Iraqi government official whether their name appears on the list or not.

DATE ISSUED: 02-20-2020

FEES: \$ 4.00
TAX: \$ 0.00
TOTAL: \$ 4.00

PS20-051-04767 051 0917051 25

CHARLES JONES LLC
P.O. BOX 8488
TRENTON, NJ 08650



AUTO FAX

From Fax No. : (609) 883-0677 To Fax No. : 9732423118
From Voice No. : (800) 792-8888 Pages including cover : 2

If you failed to receive the number of pages indicated above,
please call our Customer Service department at 609-538-1000.

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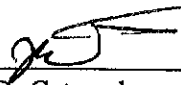
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(866) 235-5850
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(609) 771-9062
(609) 771-9062
(877) 289-7724
(800) 677-3272
(866) 698-6986
(866) 235-6274

SCIARRA & CATRAMBONE, L.L.C.
Charles J. Sciarra, Esq. (Atty ID No. 011371996)
Jeffrey D. Catrambone, Esq. (Atty ID No. 024491996)
1130 Clifton Avenue
Clifton, New Jersey 07013
(973) 242-2442
(973) 242-3118 [Facsimile]
Attorney for Plaintiff

WILLIAM LEMIRE,	: SUPERIOR COURT OF NEW JERSEY
	: LAW DIVISION - MIDDLESEX COUNTY
Plaintiff,	:
	:
vs.	: CIVIL ACTION
	:
TOWNSHIP OF PISCATAWAY;	: DOCKET NO. MID-L-6210-17
NEW MARKET VOLUNTEER FIRE	:
COMPANY #1;	:
FLEMINGTON DEPARTMENT	:
STORE, INC., d/b/a FLEMINGTON	:
DEPARTMENT STORE;	:
GREGORY SANTONASTASO,	:
<i>individually and in his official capacity as</i>	:
<i>President of the New Market</i>	:
<i>Volunteer Fire Company #1</i>	: STIPULATION OF DISMISSAL WITH
KENNETH KERTES,	: PREJUDICE OF PLAINTIFF'S CLAIMS
<i>individually and in his official capacity</i>	: AGAINST DEFENDANT TOWNSHIP
<i>as Firefighter of the New Market</i>	: <u>OF PISCATAWAY</u>
<i>Volunteer Fire Company #1, and</i>	:
WALTER SIEGRIST, <i>individually</i>	:
<i>and in his official capacity as Chief</i>	:
<i>of the New Market Volunteer Fire</i>	:
<i>Company #1,</i>	:
Defendants.	:

THIS MATTER having been settled between Plaintiff William Lemire and Defendant Township of Piscataway, all claims between these parties are hereby dismissed with prejudice without fees or costs to either party.


Jeffrey D. Catrambone
Sciarras & Catrambone
Attorney for Plaintiff
Dated: 2.28.20

Richard Amdur
Amdur, Maggs, Shor & Dugan
Attorney for Defendant Township of Piscataway
Dated: