

BELL, SHIVAS & BELL, P.C.

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Hon. Paul W. Armstrong, J.S.C. (Ret.) of Counsel

Admitted New Jersey Bar
* Admitted New York Bar
• Admitted Pennsylvania Bar
+ LL.M. in Labor Law

July 10, 2023

VIA EMAIL btrelease@njrcmlaw.com
AND FEDERAL EXPRESS

Brian Trelease, Esq.
Rainone, Coughlin, Minchello, LLC
551 Route 1 South, Suite 440
Iselin, New Jersey 08830

Re: Robin Ellmyer v. Piscataway Public Library; John Does 1-10 in their official individual capacities;
ABC CORPORATION 1-10; jointly and severally
Docket No. MID-L-001890-19

Dear Mr. Trelease:

Enclosed please find the original documents executed by Ms. Ellmyer in connection with the aforementioned matter. Please also note that Ms. Ellmyer has agreed to return the entire portion of the proceeds to our law firm for the monies that were expended on her behalf. Please have the check made payable to Bell, Shivas & Bell, PC.

If, after your review, you have any additional questions and/or concerns, please do not hesitate to call me. I remain,

Very truly yours,



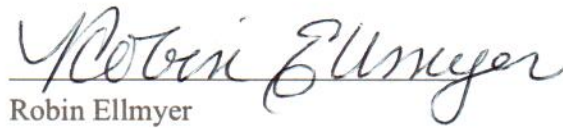
Joseph J. Bell

JJB:cac
Enc.

Re: Robin Ellmyer v. Piscataway Public Library, et. als.

Docket No. MID-L-1890-19

I, ROBIN ELLMYER, a successful plaintiff in the aforementioned lawsuit was awarded the sum of \$25,296.00. Said monies in their entirety should be awarded to Bell, Shivas & Bell, who represented my interests for the last six (6) years without remuneration.


Robin Ellmyer

SETTLEMENT AGREEMENT, GENERAL RELEASE, AND WAIVER

THIS SETTLEMENT AGREEMENT, GENERAL RELEASE AND WAIVER (“Agreement”) made this ____ day of _____, 2023, by and among the Township of Piscataway and Piscataway Public Library (collectively referred to as “Township” or “Defendants” or “Releasees”), and Robin Ellmyer (“Ellmyer” or “Plaintiff”), residing at _____, (collectively “the Parties”).

WITNESSETH

WHEREAS, Ellmyer, commenced a lawsuit in the Superior Court of New Jersey, Middlesex County, against the Defendants under the action captioned Robin Ellmyer v. Township of Piscataway, et als., Docket No. MID-L-001890-19 filed on March 4, 2019 (the “Lawsuit”) alleging, *inter alia*, that Defendants breached a Separation Agreement by failing to provide Plaintiff with life-time health benefits. As a result, Plaintiff alleges that she suffered damages; and

WHEREAS after lengthy discovery, the Parties proceeded to trial; and

WHEREAS, the Honorable Gary K. Wolinetz, J.S.C., issued a preliminary decision indicating that Plaintiff was entitled to damages and further ordering the Parties to meet and confer to determine an appropriate amount of damages; and

WHEREAS, the Parties wish to amicably resolve all disputes, claims, issues, controversies and liabilities between and among them that were or could have been asserted in the Lawsuit and wish to memorialize that agreement in this final, binding Agreement, without the costs of appeal;

NOW THEREFORE in consideration of mutual covenants and obligations of this Agreement, and for such other good and valuable consideration, the receipt and sufficiency of which

are hereby acknowledged, the parties to this Agreement, intending to be legally bound, do hereby agree to settle the Lawsuit as follows:

1. **Release.** This Agreement shall constitute a full and final release and discharge (the “Release”) of any and all claims, rights or causes of action, whether known or unknown, Ellmyer, (and or her estate, successors and personal representative if applicable) may have against the Township, including but not limited to any department of the Township, any past or present official or employee of Township, and any of the Township’s agents, servants, or representatives, individually or in their joint official capacity, and shall further release any and all claims, rights or causes of action, whether known or unknown, Ellmyer may have against any of Township’s insurers and their parent, subsidiaries, agents, servants, or representatives (individually and collectively the “Releasees”). This releases all claims including those of which Plaintiff is not currently aware and not mentioned in this Release. This Release applies to claims, known or unknown, resulting from anything that has happened to Plaintiff up to the execution of this Release. The Release shall apply to any and all claims, rights, demands, causes of action, obligations, damages, expenses, compensation, or action of any kind, nature, character or description that Ellmyer had or could have raised against Releasees, including those Ellmyer may not be aware of and those not mentioned in this Agreement including, but not limited to, any and all claims arising from or relating in any way to Ellmyer’s employment with the Township, and/or participation in and/or the termination thereof, any employee benefits, compensation or other terms of employment, arising from or relating in any way to the claims that were or could have brought in the matter now pending in the Lawsuit. The Release includes, but is not limited to, any claim, demand, cause of action, obligation, damage, complaint, expense, compensation, or action of any kind, nature, character, or description, whatsoever, arising out of or under any Federal, State,

or municipal statute, ordinance or other law (whether common law, decisional law, or statute), rule, regulation, contract, collective bargaining agreement, executive order, or policy, including but not limited to any claim for attorneys' fees and costs; any claim for discrimination, harassment or retaliation; any claim in tort, or under any law or statute for claims such as failure to promote, retaliatory failure to hire, failure to accommodate, constructive discharge, violation of public policy, for emotional distress, physical injury, defamation, slander, libel or false imprisonment; in contract, whether express or implied; under any Township policy, procedure or benefit plan; for attorney's fees, back pay or front pay or unpaid wages of any kind; and under any federal, state or local law or ordinance, including, but not limited to, the National Labor Relations Act; 29 U.S.C. § 151–169 (“NLRA”); the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 621 et seq. (“ADEA”); the Fair Labor Standards Act of 1938, 29 U.S.C. § 203 (“FLSA”); the Occupational Safety and Health Act of 1970, 29 U.S.C. 15 § 651 et seq. (“OSHA”); 42 U.S.C. §§ 1983, 1988; Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et seq. (“Title VII”); the Reconstruction Era Civil Rights Act, as amended, 42 U.S.C. 1981 et seq. (“Civil Rights Act”); the Civil Rights Act of 1991, as amended 42 U.S.C. 1981 et seq. (“CRA of 1991”); the Immigration Reform Control Act of 1986 (“IRCA”); the Older Workers Benefit Protection Act, 29 U.S.C. § 621-634, (“OWBPA”); the Americans With Disabilities Act, 42 U.S. Code §§ 12101-12213, (“ADA”); Employee Retirement Security Act of 1974, 29 U.S. Code Chapter 18 (“ERISA”); the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq. (“LAD”); the New Jersey Family Leave Act, N.J.S.A. 34:11B-1 et seq. (“FLA”); the federal Family and Medical Leave Act of 1993, 29 U.S.C. sec. 2601, 29 CFR 825 (“FMLA”); the New Jersey Conscientious Employee Protection Act, N.J.S.A. 34:19-1 et seq. (“CEPA”); the Pregnancy Discrimination Act, Workers' Adjustment and Retraining Notification

Act 29 U.S.C. 2101 et seq. ("WARN"); the Smoking Rights Law N.J.S.A. 34:6B-1 et seq. ("SRL"); the New Jersey Civil Rights Act, N.J.S.A. 10:6-1 et seq. ("NJCRA"), New Jersey Wage and Hour Law; N.J.S.A. 34:11-56a, et. seq. ("NJWHL"); the Equal Pay Act of 1963, 29 U.S.C. 206(d); the New Jersey Minimum Wage Law; the New Jersey Worker Health and Safety Act; and New Jersey Equal Pay Act, N.J.S.A. 34:11-56-1 et seq. ("NJEPA"); and for harassment, discrimination and retaliation of any kind, or any other possible cause of action arising under any and all other federal, state or local statutes, laws, legal decision, rules and regulations pertaining to employment, as of and prior to the date hereof, as well as any and all claims under state and federal law; as of and prior to the date hereof; and any other Federal, State or local laws, regulations or ordinances, contract, collective bargaining agreement; and any other duty or obligation of any kind or description or for attorneys' fees or costs ("Claims"); and any anti-retaliation provision of any statute or law; and any other federal, state or local, civil or human rights law or any other local, state or federal law, regulation or ordinance, any, provision of any federal or state constitution, any public policy, contract, tort or common law, or any losses, injuries or damages (including back pay, front pay, liquidated, compensatory or punitive damages, attorney's fees and litigation costs); and any common law claims for negligence, assault, battery, infliction of emotional distress and any and all other common law claims arising out of this litigation. This Release is intended by the parties to be construed to release any and all claims arising on or before the date of the execution of this Agreement to the fullest extent permitted by law. This paragraph bars the parties from initiating legal action only to the fullest extent such a prohibition is valid under law. This paragraph is not intended to limit any party hereto from instituting legal action for the sole purpose of enforcing this 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.

2. **No Admission of Liability.** It is expressly understood that neither the execution of this Agreement nor any other action taken by the Defendants in connection with Plaintiff's alleged claims or this settlement, constitutes an admission by the Defendants of any violation of any law, duty or obligation, or that any decisions or actions taken in connection with Plaintiff or his employment was unwarranted, unjustified, retaliatory, discriminatory, wrongful or otherwise unlawful. It is further understood that the Defendants have entered into this Agreement for reasons other than the merits of Plaintiff's claims including the avoidance of the ongoing cost of litigation and the uncertainties thereon and that the Defendants specifically deny any liability to Plaintiff or to any other person. It is further understood that neither party is or should be deemed a prevailing party.

3. **Liens and/or Judgments.** All liens, judgments and debts of any kind against the proceeds of this settlement are to be satisfied by Plaintiff, including, but not limited to, any Medicare and/or Medicaid liens, private insurer liens, **taxes**, Social Security liens, Worker's Compensation liens, physician and/or attorney liens or any other statutory, common law or judgment liens of any description whatsoever.

4. **Tax Consequences.** The Defendants make no representation regarding the Federal and State tax consequences of the Settlement Payment and shall not be responsible for any tax liability, interest or penalty, liens or claims incurred by Plaintiff, which in any way arise out of or is related to said Settlement Payment. **Plaintiff shall be responsible for the payment of any Federal or State**

~~taxes or claims or liens there under required by law to be paid with respect to this Settlement Payment.~~

5. **Consideration.** 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 sixty (60) days of defense counsel's receipt of this Agreement executed by Plaintiff, and, if required, after ratification of this Agreement by formal resolution of the governing body of the Township, Defendants through their counsel, shall deliver to Bell & Shivas, P.C., 150 Mineral Springs Drive, P.O. Box 220, Rockaway, New Jersey 07866, in the amount of **Twenty-Five Thousand, Two Hundred and Ninety-Six Dollars (\$25,296.00)**. Said payment is made in total and complete settlement of this matter and all claims referred to above, including, but not limited to, attorneys' fees, expenses, and costs of suit. Plaintiff specifically agrees that he will not seek anything further, including but not limited to attorneys' fees or any other payment, from Defendant for any reason.

6. **Lifetime Health Benefits.** In consideration of this Release, the Township will continue to provide Ellmyer with health benefits for life.

7. **Dismissal.** Once the settlement amount has been agreed upon, approved and paid, Plaintiff shall authorize and direct her attorney promptly to enter into a Stipulation of Dismissal, with Prejudice, of all claims asserted against Defendants in the Lawsuit, with each party to bear his/her or its attorneys' fees, costs, expert fees, and expenses incurred.

8. **Indemnification.** Plaintiff agrees to indemnify and hold Defendant, any and all of their insurance carriers, attorneys, and all others in privity with them, harmless from any liens, judgments or claims of any type by any third parties, and any claims by anyone who contends that Plaintiff had no authority or right to bring or settle the lawsuit, in connection with this matter.

9. **Representation by Counsel.** Plaintiff acknowledges that she has been represented in negotiations for, and in the preparation of, this Settlement Agreement by counsel of her own choosing, that she is fully aware of the contents and the legal effect of this Settlement Agreement, and that she is voluntarily entering into this Settlement Agreement and Release upon the legal advice of her counsel.

10. **No Representations.** Plaintiff represents and acknowledges that in executing this Settlement Agreement, she is not relying and has not relied upon any representations or statements made by Defendants or its agents, representatives, or attorneys with regard to the subject matter, basis, or effect of this Settlement Agreement, or otherwise beyond the representations and statements, if any, expressly contained herein.

11. **Inadmissible as Evidence.** This Agreement and the contents hereof shall not be admissible as evidence in any civil litigation except to enforce the terms expressed herein and shall not be deemed to be an admission of liability by any party to this Agreement.

12. **No Claims Permitted/Covenant Not To Sue.** The Plaintiff represents that this matter is concluded in its entirety and she will not file any complaint, charges or grievances against the Township, including but not limited to any department of the Township, any past or present official or employee of Township, and any of the Township's agents, servants, or representatives, individually or in their joint official capacity, with any local, state or federal agency, court, or other entity and that she will not file, at any time hereafter, for any claims, known and unknown, that exist through and up to the date this agreement is executed. Plaintiff agrees not to voluntarily initiate, instigate, or participate in the investigation or prosecution of any action by any local, state, or federal agency, court or other entity and agrees not to contact any local, state, or federal agency, court, or other entity regarding the Defendants, unless specifically subpoenaed to appear or

otherwise required to act by court order or other law. Plaintiff specifically, knowingly, and voluntarily, waives the right to damages or payment of any kind relating to any matter filed by any agency against the Defendants. Nothing in this Agreement shall abridge Plaintiff's rights that are not subjected to or arose because of this lawsuit nor limit the Plaintiff's rights to enforce the terms and conditions set forth in this Agreement. Plaintiff will still be entitled to all rights as a former employee, including pension, retirements, medical or any benefits including Union benefits.

13. **Owner of Claims.** Plaintiff further represents and warrants that she is the owner of and has not sold, assigned, conveyed, or otherwise transferred, prior to the execution of this Settlement Agreement, any of the released claims related to the Lawsuit.

14. **No Publicity, Disparagement or Disclosure of Confidential Information.** Plaintiff and the Defendants agree that they shall not issue any public communication, written, verbal or otherwise, that disparages, criticizes, or otherwise reflects adversely upon either the Plaintiff, the Defendants provided that each is permitted to testify truthfully under oath pursuant to subpoena. Additionally, the Plaintiff and the Defendants agree not to disparage or make or solicit any comments, statements, or the like to the media, future/prospective employers or to other third parties, that may reasonably be expected to lead to unwanted or unfavorable publicity or may reasonably be considered to be derogatory or detrimental to the good name or business reputation of each other or to each other's heirs, assigns, predecessors, successors, agents, officers, employees, directors, former employees, principals, subsidiaries, insurers, co-insurers, re-insurers and representatives.

Plaintiff and her counsel agree that they will not disclose the terms of this Agreement, or the amount to be paid hereunder, to any individuals or entities, including but not limited to, members of the press and media, present and former officers, employees and agents and other

members of the public, except to the extent required by law. This prohibition does not include disclosure to Plaintiff's attorneys, accountants, financial advisors, spouses, insurers or governmental taxing authority, as to whom Plaintiff agrees to relay and/or read the confidentiality requirements of this Agreement and be legally responsible for any disclosures resulting in a breach of the conditions set forth herein.

15. **Breach of Agreement.** Failure by either Party to comply with any of the material obligations contained in this Agreement shall entitle the other party to give the breaching party determined by Court order notice specifying the nature of the default and requiring the breaching party to cure such default. If such default is not cured within twenty (20) days after the receipt of such notice, or if such default cannot be cured, or if the breaching party does not commence and/or diligently continue actions to cure such default, the other party shall be entitled, without prejudice to any of its other rights conferred by this Agreement, and in addition to any other remedies available to them by law or in equity, to file an action seeking to immediately enforce, recover and/or cease providing the consideration provided under this Agreement and to obtain damages. If any actions are necessitated by such a breach, the breaching party agrees to reimburse the other party for any and all attorney's fees and/or costs.

16. **Non-Waiver.** The failure of either party to insist upon the strict performance of any of the terms, conditions and provisions of this Agreement shall not be construed as a waiver or relinquishment of future compliance therewith, and said terms, conditions and provisions shall remain in full force and effect. No waiver of any term or condition of this Agreement on the part of either party shall be effective for any purpose whatsoever unless such waiver is in writing and signed by such party.

17. **Patriot Act Compliance.** Neither Plaintiff nor any individual or entity having an interest in Releasee or controlled by Plaintiff (i) is in violation of any applicable anti-money laundering or anti-bribery laws and regulations, (ii) is a person or entity listed on the Specially Designated Nationals and Blocked Persons (“SDN”) lists; (iii) is a person or entity who has been determined by competent authority to be subject to the prohibitions contained in the Executive Order No. 133224, 66 Fed. Regarding. 49079 (September 25, 2001) (the “Executive Order”); or (iv) is owned or controlled by, or acts for or on behalf of, any person or entity on the SDN or any other person or entity who has been determined by competent authority to be subject to the prohibitions contained in the Executive Order.

The Parties will use their good faith and commercially reasonable efforts to comply with the Patriot Act (as defined below) and all applicable requirements of governmental authorities having jurisdiction over Plaintiff including those relating to money laundering and terrorism.

For purposes hereof, the term Patriot Act refers to the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (“USA PATRIOT”) Act of 2001, as the same may be amended from time to time, and corresponding provisions of future laws.

18. **Governing Law.** This Settlement Agreement and Release is given in the State of New Jersey and shall be governed by the laws of the State of New Jersey.

19. **Who is Bound.** The Plaintiff and Defendant herein, their agents, servants, employees and assigns are bound by this Agreement. Anyone who succeeds to either of their respective rights and responsibilities, such as heirs or the executor(rix) of an estate, is also bound. This Agreement is made for the benefit of the parties hereto and all who succeed to their respective rights and responsibilities, including but not limited to heirs or the executor(rix) of an estate.

20. **Subject to Governing Body Approval.** This Release is contingent upon Governing Body approval of the settlement amount and release of funds. If the Township Council does not approve the settlement amount, this Release will be considered null and void.
21. **Attorney's Fees and Expenses.** It is specifically understood and agreed that the amount paid under this Agreement includes all attorneys' fees and costs to which Plaintiff may have been entitled and the Consideration paid hereunder is specifically intended to be inclusive of all attorneys' fees and costs.
22. **Entire Agreement and Amendments.** This Agreement constitutes the entire understanding between the parties hereto, represents the final written expression of the parties with respect to the subject matter hereof, and may not be amended, altered or modified except by a writing signed by both the Defendants and Plaintiff. Plaintiff acknowledges that, in executing this document, she has not relied upon any statement, promise or representation, oral or written, not set forth herein.
23. **Acknowledgment of Parties.** Each of the parties has carefully read and understands the terms and conditions of this Agreement and each party has been advised by counsel as to the meaning and legal implications of this Agreement, and executes this document and all releases and conditions contained within knowingly and voluntarily.
24. **Revocation.** Ellmyer may revoke this Agreement within seven (7) days after the date this Agreement is signed by her. This revocation must take the form of written notice by Ellmyer that she intends to revoke this Agreement. This revocation must be provided directly to TOWNSHIP OF PISCATAWAY c/o BRIAN P. TRELEASE, ESQ., RAINONE COUGHLIN MINCHELLO,

LLC, 555 U.S. 1 SOUTH, SUITE 440, ISELIN, NEW JERSEY 08830. Plaintiff may not waive this seven (7) day revocation period.

25. **Miscellaneous Provisions.**

a) The Parties agree to take no action which is intended, or would reasonably be expected, to disparage each other, harm each other's reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity to either Party.

b) If it is determined by any court of competent jurisdiction that any provision hereof is invalid, the remaining provisions shall remain in full force and effect.

26. **Signatures.** Each person signing this Agreement on behalf of a business entity warrants and represents that he/she is fully authorized by that entity to execute this Agreement and to bind the said entity to all of the terms and conditions of this Agreement. Further, this Agreement 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.

27. **Representation by Ellmyer. I, ROBIN ELLMYER, HEREBY KNOWINGLY AND UNDERSTANDING THE TERMS OF THIS AGREEMENT SIGN, AGREE TO THE DISMISSAL OF ALL CLAIMS, WITH PREJUDICE, AND TO THE RELEASE, WAIVER AND DISCHARGE PROVISIONS AS THEY MAY APPLY, AS SET FORTH IN THIS AGREEMENT, IT BEING MY INTENTION TO RELEASE AND DISCHARGE ANY AND ALL CLAIMS I MAY HAVE IN AND TO THE MATTERS IN DISPUTE WHICH ARE REFERENCED IN THE AGREEMENT.**

expected, to disparage each other, harm each other's reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity to either Party.

b) If it is determined by any court of competent jurisdiction that any provision hereof is invalid, the remaining provisions shall remain in full force and effect.

26. **Signatures.** Each person signing this Agreement on behalf of a business entity warrants and represents that he/she is fully authorized by that entity to execute this Agreement and to bind the said entity to all of the terms and conditions of this Agreement. Further, this Agreement 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.

27. **Representation by Ellmyer.** I, **ROBIN ELLMYER, HEREBY KNOWINGLY AND UNDERSTANDING THE TERMS OF THIS AGREEMENT SIGN, AGREE TO THE DISMISSAL OF ALL CLAIMS, WITH PREJUDICE, AND TO THE RELEASE, WAIVER AND DISCHARGE PROVISIONS AS THEY MAY APPLY, AS SET FORTH IN THIS AGREEMENT, IT BEING MY INTENTION TO RELEASE AND DISCHARGE ANY AND ALL CLAIMS I MAY HAVE IN AND TO THE MATTERS IN DISPUTE WHICH ARE REFERENCED IN THE AGREEMENT.**

28. **Reasonable Period of Time.** Plaintiff agrees that she has been given a reasonable period of time of at least twenty-one (21) days within which to review and consider this Agreement prior to executing this Agreement, but that she MAY WAIVE THIS TWENTY-ONE (21) DAY PERIOD BY SIGNING IN THE SPACE PROVIDED HERE:


ROBIN ELLMYER

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed and delivered this Settlement Agreement and General Release intending to be bound hereby effective as of _____ 2023

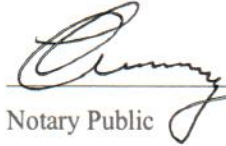

ROBIN ELLMYER

STATE OF NEW JERSEY

SS:

COUNTY OF Middlesex

I certify that on September 12th, 2023, ROBIN ELLMYER, personally came before me and acknowledged under oath, to my satisfaction, that she: (a) is named in and personally signed this Agreement; (b) signed, sealed and delivered this Agreement as her act and deed.



Notary Public

My Commission Expires 10/12/26

THOMAS CASSIDY
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES OCT 12, 2026
ID # 50174839

Attested by:

TOWNSHIP OF PISCATAWAY

**EXHIBIT A
STIPULATIONS OF DISMISSAL WITH PREJUDICE
SEE ATTACHED**

EXHIBIT A
STIPULATIONS OF DISMISSAL WITH PREJUDICE
SEE ATTACHED

Joseph J. Bell, Esq. (No. 016881985)
BELL, SHIVAS & BELL, P.C.
150 Mineral Springs Drive
P.O. Box 220
Rockaway, New Jersey 07866
Tel. 973-442-7900
Fax 973-442-7990
Attorneys for Plaintiff, Robin Ellmyer

ROBIN ELLMYER,

Plaintiff,

v.

**PISCATAWAY PUBLIC LIBRARY;
TOWNSHIP OF PISCATAWAY; JOHN
DOES 1-10, in their official and individual
Capacities; ABC CORPORATIONS 1-10;
jointly and severally,**

Defendants.

**SUPERIOR COURT OF NEW JERSEY
MIDDLESEX COUNTY, LAW DIVISION
CIVIL PART**

DOCKET NO.: MID-L-1890-19

**STIPULATION OF DISMISSAL
WITH PREJUDICE**

THIS MATTER in difference in the above-entitled action having been amicably adjusted by and between the parties, it is hereby stipulated and agreed that Plaintiff's claims against Defendants are hereby dismissed with prejudice.

BELL, SHIVAS & BELL, P.C.
Attorneys for Plaintiff

RAINONE, COUGLIN, MINCHELLO, LLC
Attorneys for Defendants

Joseph J. Bell
Dated: September 13th, 2023

Brian Trelease
Dated: September __, 2023