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ATTORNEY FOR PLAINTIFF ANDREW MARANO

ANDREW MARANO,

Plaintiff,

v.

BOROUGH OF STRATFORD, JOHN
KEENAN, JOHN DOES 1-10, and ABC
COMPANIES 1-10, jointly, severally and
in the alternative,

Defendants.

APR 22 2016
SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
CAMDEN COUNTY

Docket No.: CAM-L-

1577-16

**COMPLAINT AND
JURY DEMAND**

The Plaintiff, Andrew Marano, residing in the Borough of Laurel Springs, County of Camden, and State of New Jersey, by way of complaint against the Defendants, Borough of Stratford, John Keenan, John Does 1-10, and ABC Companies 1-10, jointly, severally and in the alternative, says:

FIRST COUNT

1. Defendant John Keenan ("Keenan") began working for Defendant Borough of Stratford ("Stratford") in or around 1989.
2. Plaintiff Andrew Marano ("Marano") worked in Stratford's Public Works Department.
3. In or around 1997, Keenan became the Borough Clerk of Stratford.
4. From 1997 down to today, Keenan has been overseeing Stratford's Public Works Department.

5. Defendant Keenan sexually harassed employees of Stratford for years, including but not limited to Marano.
6. Defendant Keenan has been sexually harassing Marano for years.
7. By way of example, Marano would frequently have to go to Stratford's Borough Hall as part of his job.
8. On countless occasions, Keenan would make comments to Marano about how good Marano looked and how tan he was.
9. On countless occasions, when Marano was at the Borough Hall, Keenan would walk by and rub Marano's shoulders and back, and at other times, Keenan would grab or rub Marano's rear end.
10. Keenan would frequently call Marano when Marano was working and ask what he was doing.
11. On cold days, Keenan would ask Marano if he was wearing "long johns" so his midsection would not get cold.
12. On warm days, Keenan would call Marano and ask if he was wearing his thong, and would then frequently say, "Hubba hubba hubba."
13. On one occasion, a gentleman broke into the Samuel S. Yellin School and the Police Chief showed Keenan a video of the man running through the hallways naked.
14. Keenan told Marano about the video and said that when he first saw it, he was really excited because he thought the naked man in the video was Marano.
15. Keenan said all he could think about when he saw the video was Marano.

16. When Marano would fill out requests for vacation days on the calendar in Keenan's office, Keenan would ask Marano why he was taking a vacation in July when he could take a vacation with Keenan in the winter.
17. Keenan would say, "We would have more fun."
18. Keenan would also say that when Marano came back from vacation, Keenan wanted to give Marano a "thorough evaluation of [his] tan lines" and would usually end the statement by saying, "Hubba hubba."
19. Whenever Marano attended a council meeting, Keenan would make comments about what Marano was wearing and how "hot" Marano looked, and say to Marano, "I couldn't keep my eyes off of you."
20. Sometimes, Keenan would make the comments to Marano while he was actually at the meetings, and many times, he would make the comments the next day during working hours (sometimes on the phone and sometimes in person).
21. All of the above are just examples of Keenan's sexual harassment of Marano, which went on for years; this is by no means an exhaustive list.
22. Keenan's sexual harassment of Marano continued into 2014.
23. For example, on or about April 30, 2014, Marano was putting up a clock in the pouring rain.
24. The back window of the loader was open, and by the time Marano was done, he was soaked from the rain.
25. Marano went to the Borough Hall and asked Keenan if he could go home and get changed because he had gotten soaked from the rain.

26. Keenan then approached Marano and said, "Let me see," and proceeded to rub Marano's leg, while continuing to say, "Hubba, hubba, hubba, you are wet."
27. Keenan said Marano should take his jeans off and wear a yellow thong for the rest of the day.
28. The sexual harassment continued into the summer of 2014.
29. For example, Keenan began to send sexual text messages to Marano.
30. Keenan would text Marano while he was on vacation and ask Marano if he was "at the nude beach."
31. Keenan then went on to say that he would rather be sitting on the beach with Marano looking at naked men than waiting for Christmas.
32. Keenan then sent numerous text messages about being naked and asked Marano to take pictures for him.
33. There was a continuous ongoing pattern of Keenan sexually harassing Marano that took place over the course of years.
34. Keenan frequently made it known that he was homosexual and would frequently talk about wanting to have sex with men, and having sex with men.
35. Keenan used his position as Borough Clerk to sexually harass Marano.
36. Keenan targeted Marano for sexual harassment because of Marano's gender, in violation of New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, *et seq.* ("LAD").
37. Keenan's sexual harassment of Marano was severe.
38. Keenan's sexual harassment of Marano was pervasive.
39. Keenan's sexual harassment of Marano changed the terms and conditions of Marano's employment with Stratford.

40. Marano was subjected to a hostile work environment because of his gender, in violation of LAD.
41. Keenan and Stratford sexually harassed Marano in violation of LAD.
42. Keenan aided and abetted Stratford in the sexual harassment of Marano.
43. Marano had nowhere to turn to for help as Keenan would prevent Stratford's Department of Public Works employees from speaking to the Town Council or the Mayor.
44. Further, Stratford had no meaningful policy against sexual harassment.
45. For example, Keenan would frequently hire people to whom he was sexually attracted, even if they were not qualified or otherwise prohibited from working for Stratford.
46. For example, he hired a person named Pat Scofield ("Scofield").
47. It is believed that Scofield had a criminal record and should not have been hired by Stratford, but Keenan pushed for Stratford to hire Scofield.
48. Scofield worked in the Public Works Department and he should have been supervised by the Public Works supervisor.
49. But the supervisor had little or no authority over Scofield because Keenan had made it clear that he was sexually attracted to Scofield, and therefore, different rules applied to Scofield.
50. For example, Scofield would work during the summer with just a vest, without a shirt underneath.
51. The supervisor told Scofield to wear a shirt under his vest, but Scofield went to Keenan, who said that he could work with just his vest without a shirt.
52. Scofield would make comments about Keenan's sexual advances towards him.

53. For example, Scofield would say about Keenan, "If I blow him [Keenan], he'll get me a motorcycle."

54. It was not long after that when Scofield ended up owning a motorcycle shop.

55. Keenan hired other employees to whom he was sexually attracted.

56. Keenan would bring Scofield lunch most days while Scofield worked for Stratford.

57. Keenan periodically did that with other male employees to whom he was sexually attracted.

58. Any policy that Stratford claims to have against sexual harassment is meaningless.

59. Stratford did not take any meaningful steps to prevent the sexual harassment of employees in the Public Works Department.

60. There was open and obvious sexual harassment going on in Stratford that all Borough officials knew of or should have known of.

61. Keenan's sexual harassment of Stratford's employees was known to Stratford officials for years.

62. The actions of Keenan and Stratford were intentional, malicious, and designed to cause Marano harm, which they in fact did.

63. Marano was and is upset, disgusted, and humiliated because of the constant sexual harassment he was subjected to at the hands of Keenan.

64. The intentional and malicious nature of the actions of Keenan and Stratford justifies the imposition of punitive damages.

WHEREFORE, the Plaintiff, Andrew Marano, demands judgment against the Defendants, Borough of Stratford, John Keenan, John Does 1-10, and ABC Companies 1-10, jointly, severally and in the alternative, for damages; losses; emotional harm,

embarrassment and upset; psychological injuries; interest; costs; equitable relief; injunctive relief; attorneys' fees; costs of suit; punitive damages; any and all relief provided for by New Jersey's Law Against Discrimination; and any and all relief that the Court deems just and proper.

SECOND COUNT

65. Marano repeats and incorporates all of the facts and all of the paragraphs of the First Count of the Complaint as if set forth at length herein.

66. Keenan would sexually harass other male employees of Stratford's Department of Public Works, not just Marano.

67. Keenan would make sexual comments about male workers in Stratford's Department of Public Works.

68. Keenan would inappropriately touch male workers of the Public Works Department.

69. Keenan would hire men to whom he was sexually attracted.

70. Keenan would bring lunch to certain men he was attracted to at the Department of Public Works, such as Scofield.

71. Keenan's sexual harassment of men at the Department of Public Works created a hostile work environment for all men who worked there, including Marano.

72. Keenan subjected Marano to a hostile work environment, in violation of LAD.

73. In violation of LAD, Keenan and Stratford created an environment that was hostile to all men who worked in Stratford's Department of Public Works.

74. Keenan aided and abetted Stratford in the creation of a hostile work environment at the Department of Public Works in Stratford, in violation of LAD.

75. Keenan's sexual harassment of male workers was open and obvious.

76. Keenan's sexual harassment of men who worked in Stratford's Public Works Department was severe.
77. Keenan's sexual harassment of men who worked in Stratford's Public Works Department was pervasive.
78. Keenan's sexual harassment of the men Stratford's Public Works Department went on for years.
79. Stratford lacked an effective policy to prevent the sexual harassment of its employees, including men who worked in the Department of Public Works.
80. Any policy against sexual harassment that Stratford claims to have is completely ineffective.
81. Stratford did not take any meaningful steps to prevent the sexual harassment of employees in the Public Works Department.
82. Stratford has no commitment to preventing the sexual harassment of its employees, including those in the Department of Public Works.
83. Keenan's ongoing sexual harassment of employees in Stratford's Department of Public Works created a hostile work environment for all men, including Marano.
84. All officials at Stratford knew of or should have known of the hostile work environment to which men were subjected at the Department of Public Works in Stratford.
85. Keenan aided and abetted the creation of an environment that was hostile to men who worked for Stratford, in violation of LAD.
86. Marano was harmed by the illegal hostile work environment to which he was subjected, in violation of LAD.

87. Marano was and is upset, embarrassed, and humiliated by the ongoing sexual harassment, which was severe and pervasive and ongoing at Stratford.

88. The actions of Keenan and Stratford were intentional, malicious and designed to cause Marano harm, which they in fact did.

89. The intentional and malicious nature of the actions of Keenan and Stratford justifies the imposition of punitive damages.

WHEREFORE, the Plaintiff, Andrew Marano, demands judgment against the Defendants, Borough of Stratford, John Keenan, John Does 1-10, and ABC Companies 1-10, jointly, severally and in the alternative, for damages; losses; emotional harm, embarrassment and upset; psychological injuries; interest; costs; equitable relief; injunctive relief; attorneys' fees; costs of suit; punitive damages; any and all relief provided for by New Jersey's Law Against Discrimination; and any and all relief that the Court deems just and proper.

THIRD COUNT

90. Marano repeats and incorporates all of the facts and all of the paragraphs of the First Count and Second Count of the Complaint as if set forth at length herein.

91. Keenan sexually harassed Marano for years.

92. Keenan sexually harassed other employees of Stratford's Public Works Department as well.

93. Keenan's sexual harassment of Marano and other male employees was open and obvious.

94. Keenan began to send text messages to Marano that were sexual in nature.

95. Keenan would send the text messages during the work day and also while Marano was out of the office, such as when he was on vacation.

96. Keenan's sexual harassment of Marano was so bad that no reasonable person could be expected to tolerate it.

97. Keenan's sexual harassment of Marano compelled Marano to go on a leave of absence and ultimately lose his job.

98. Marano lost his job because of the ongoing severe sexual harassment by Keenan.

99. Marano was constructively discharged from his job at Stratford due to Keenan's sexual harassment of him, in violation of LAD.

100. Marano was subjected to sexual harassment while working at Stratford that no reasonable person could be expected to endure.

101. Keenan aided and abetted the harassment and constructive discharge of Marano.

102. Marano was and is upset, humiliated, and embarrassed by the ongoing and severe sexual harassment and constructive discharge he was subjected to at the hands of Keenan.

103. Keenan's sexual harassment and constructive discharge of Marano caused Marano harms, damages, and losses.

104. The actions of Keenan and Stratford were intentional, malicious, and designed to cause Marano harm, which they did.

105. The intentional and malicious nature of the actions of Keenan and Stratford justifies the imposition of punitive damages.

WHEREFORE, the Plaintiff, Andrew Marano, demands judgment against the Defendants, Borough of Stratford, John Keenan, John Does 1-10, and ABC Companies 1-10, jointly, severally and in the alternative, for damages; losses; emotional harm, embarrassment and upset; psychological injuries; interest; costs; equitable relief; injunctive relief; attorneys'

fees; costs of suit; punitive damages; any and all relief provided for by New Jersey's Law Against Discrimination; and any and all relief that the Court deems just and proper.

FOURTH COUNT

106. Marano repeats and incorporates all of the facts and all of the paragraphs of the First, Second, and Third Counts of the Complaint as if set forth at length herein.

107. Keenan sexually harassed Marano because of his gender, in violation of LAD.

108. Keenan sexually harassed Marano for years.

109. Marano would periodically complain to Keenan about the sexual harassment.

110. Marano, at times, would tell Keenan to stop.

111. Because of Marano's complaints, Keenan not only continued the sexual harassment of Marano, but increased the sexual harassment of Marano.

112. For example, in 2014, Keenan sent multiple text messages of a sexual nature to Marano.

113. Keenan was purposely targeting Marano for sexual harassment even more because of Marano's complaints about his harassment.

114. Keenan had a lot of motivation to try to get rid of someone who complained like Marano.

115. Keenan was someone who would hire men because he was sexually attracted to them – regardless of the fact that the people in question were not qualified to work for Stratford.

116. Keenan also had a strong motivation to get rid of those who complained, such as Marano, because Keenan was involved in multiple illegal actions with regard to his employment at Stratford.

117. For example, Keenan was caught stealing hundreds of pounds of metal from Stratford.
118. Keenan was forced to admit that he stole metal from Stratford at a meeting.
119. Keenan committed other illegal acts as well.
120. Because of Marano's complaints about Keenan's sexual harassment of him, Keenan waged a campaign of retaliation against Marano, in violation of LAD.
121. Keenan retaliated against Marano, in violation of the anti-retaliatory provision of LAD, N.J.S.A. 10:5-12(d).
122. Stratford retaliated against Marano because of his complaints, in violation of LAD.
123. Keenan aided and abetted Stratford in its retaliation against Marano for his complaints about sexual harassment of Marano and others.
124. The actions of Keenan were intentional, malicious, and designed to cause Marano harm, which they in fact did.
125. Marano was and is upset, embarrassed, and humiliated by Keenan's retaliation against him because of Marano's objections to Keenan's sexual harassment of him.
126. The intentional and malicious nature of the actions of Keenan and Stratford justifies the imposition of punitive damages.

WHEREFORE, the Plaintiff, Andrew Marano, demands judgment against the Defendants, Borough of Stratford, John Keenan, John Does 1-10, and ABC Companies 1-10, jointly, severally and in the alternative, for damages; losses; emotional harm, embarrassment and upset; psychological injuries; interest; costs; equitable relief; injunctive relief; attorneys' fees; costs of suit; punitive damages; any and all relief provided for by New Jersey's Law Against Discrimination; and any and all relief that the Court deems just and proper.

FIFTH COUNT

127. Marano repeats and incorporates all of the facts and all of the paragraphs of the First, Second, Third, and Fourth Counts of the Complaint as if set forth at length herein.

128. Defendants John Does 1-10 represent the fictitious names of individuals, both male and female, whose identities are currently not known.

129. Defendants ABC Companies 1-10 represent the fictitious names of business entities (companies, municipalities, public entities, contractors, subcontractors, corporations, partnerships, LLCs, joint ventures, sole proprietors, etc.), the identities of which are currently not known.

130. John Does 1-10 represent individuals that owned, controlled or managed Stratford and/or Stratford's Department of Public Works.

131. John Does 1-10 represent individuals that owned, controlled or managed Stratford and/or Stratford's Department of Public Works, where Marano worked.

132. John Does 1-10 represent Borough officials and managers of Stratford who knew or should have known that Marano was being sexually harassed and retaliated against, but chose to ignore it.

133. John Does 1-10 aided and abetted the sexual harassment and retaliation of Marano.

134. John Does 1-10 participated in the sexual harassment and retaliation of Marano because of his complaints about sexual harassment at Stratford.

135. ABC Companies 1-10 represent companies that owned, controlled, or managed Stratford, the municipality where Marano worked.

136. ABC Companies 1-10 represent companies and/or municipalities that owned, controlled, supervised or managed Stratford and/or Stratford's Department of Public Works.

137. Defendants Stratford, Keenan, John Does 1-10, and ABC Companies 1-10 conspired to retaliate against Marano because of his complaints about sexual harassment, in violation of LAD.

138. Defendants Stratford, Keenan, John Does 1-10, and ABC Companies 1-10 knew or should have known of the sexual harassment to which Marano was being subjected, but did nothing to stop it – in violation of LAD.

139. The actions of Defendants Stratford, Keenan, John Does 1-10, and ABC Companies 1-10 were intentional, malicious, and designed to cause Marano harm, which they in fact did.

140. The intentional and malicious nature of the actions of Defendants Stratford, Keenan, John Does 1-10, and ABC Companies 1-10 were in violation of LAD.

141. The actions of Defendants Stratford, Keenan, John Does 1-10 and ABC Companies 1-10 caused Marano to suffer embarrassment, emotional harm and upset, and psychological injuries.

142. The intentional and malicious nature of the actions of Defendants Stratford, Keenan, John Does 1-10, and ABC Companies 1-10, as well as their owners, officials, agents, employees, and managers, justifies the imposition of punitive damages.

WHEREFORE, the Plaintiff, Andrew Marano, demands judgment against the Defendants, Borough of Stratford, John Keenan, John Does 1-10, and ABC Companies 1-10, jointly, severally and in the alternative, for damages; losses; emotional harm, embarrassment and upset; psychological injuries; interest; costs; equitable relief; injunctive relief; attorneys' fees; costs of suit; punitive damages; any and all relief provided for by New Jersey's Law Against Discrimination; and any and all relief that the Court deems just and proper.

JURY DEMAND

The Plaintiff hereby requests a trial by jury as to all issues referred to in the Complaint.

CERTIFICATION

I certify that this matter is not the subject of any pending lawsuit or arbitration. I further certify that no other parties should be joined in this matter.

Law Offices of Leo B. Dubler, III, LLC
Attorney for Plaintiff Andrew Marano

A handwritten signature in cursive script, appearing to read "Leo B. Dubler, III", written over a horizontal line.

Leo B. Dubler, III

DATED: April 22, 2016

SETTLEMENT AGREEMENT AND GENERAL RELEASE OF CLAIMS

The SETTLEMENT AGREEMENT AND GENERAL RELEASE OF CLAIMS ("Agreement") is being entered into among and between ANDREW MARANO ("Mr. Marano" or "Releasor") and BOROUGH OF STRATFORD ("Stratford"), its officers, directors, employees and elected officials, past and present, and JOHN J. KEENAN, JR. ("Keenan") shall be collectively referred to as "Releasees." MR. MARANO, STRATFORD AND KEENAN shall be collectively referred to herein as the "Parties."

WHEREAS, Mr. Marano was employed by Borough of Stratford in 1989 until January 2016.

WHEREAS, Mr. Marano initiated litigation against Stratford and Keenan alleging, among other things, violations of New Jersey's Law Against Discrimination, N.J.S.A. 10:5-1, *et seq.* ("LAD"), in an action captioned *Andrew Marano v. Borough of Stratford, et al.*, Superior Court of New Jersey, Law Division, Docket No.: CAM-L-001577-16 (the "Action"). Mr. Marano alleged non-economic damages only;

WHEREAS, the Parties wish to resolve all of Mr. Marano's claims and causes of action against Stratford and Keenan, including without limitation those pled in the Action; and

WHEREAS, the meaning, effect and terms of the Agreement have been fully explained to Mr. Marano, who understands that the Agreement settles, bars, and waives any and all claims he has; against Releasees as of the date of the Agreement; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, agreements and representations contained herein, and intending to be legally bound hereby, the Parties agree as follows:

1. Settlement Payment. In consideration for Mr. Marano signing the Agreement, not revoking it, and fully complying with the terms, conditions and promises made herein, Releasees agree to pay Mr. Marano the gross amount of One Hundred Twenty-Five Thousand Dollars (\$125,000.00) in full and complete settlement of all claims he has or may have against Releasees, including but not limited to claims stemming from or related to his employment with Borough of Stratford up through the date of the Agreement. The Settlement Payment shall be paid according to the terms set forth below:
 - a. Delivery. Releasees will deliver a check, made payable to "Leo B. Dubler, III, LLC, Attorney Trust Account," comprising the Settlement Payment to Mr. Marano's attorney within thirty (30) days after execution of the Agreement by Mr. Marano and delivery of the signed Agreement to Releasees' attorneys;
 - b. Acknowledgement of Tax Responsibility. Mr. Marano acknowledges his sole responsibility for taxes, if any, with respect to the sums paid under the Agreement and represents that he has received independent legal advice and has not relied upon any advice or representation from Releasees or its counsel concerning the taxable or nontaxable nature of the sums payable under this Agreement. Mr. Marano understands that Releasees do not represent or guarantee that taxes should or should

not be paid with respect to the Settlement Payment, and Mr. Marano agrees to defend, indemnify and hold Releasees harmless from any and all claims for taxes, costs, penalties, interest or any other assessment charged by any governmental entity based upon the Settlement Payment made hereunder.

- c. Attorneys' Fees and Costs. Mr. Marano acknowledges that the respective Parties shall bear all attorney's fees and costs arising from the representation by their own counsel in connection with this Action, this Agreement, the negotiation of the settlement, and all related matters.
2. No Other Compensation Due. Mr. Marano understands and agrees that the consideration set forth in Paragraph 2 of the Agreement is more than Releasees are required to provide to him by law and represents benefits to which he is not otherwise entitled but for his execution of the Agreement and fulfillment of all of the promises contained herein. Mr. Marano further acknowledges that, in exchange for the consideration described in Paragraph 2, he waives any and all claims against Releasees for any attorneys' fees and/or costs pursuant to New Jersey's Law Against Discrimination.
3. Mr. Marano's General Release of Claims. In consideration for Releasees' promises and representations made herein, Mr. Marano, individually and on behalf of his heirs, representatives, immediate family members (including but not limited to his spouse and children), agents, successors and assigns, hereby release Releasees, their parents, board members, subsidiaries, shareholders, directors, officers, employees, agents, attorneys, insurers, affiliates, predecessors, successors, assigns, heirs, and all persons acting by, through, under or in concert with any of the them (collectively, the "Released Parties"), from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses, and from any claims of any nature whatsoever, known or unknown, which Mr. Marano now has, claims to have, owns, holds or which Mr. Marano at any time heretofore had, held, or claimed to have based on events occurring through the date of execution of this Agreement, to the fullest extent allowed by law. The release includes, without limitation, claims arising under 42 U.S.C. § 1981, Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family Medical Leave Act, the National Labor Relations Act, the Employee Retirement Income Security Act (save for claims related to vested benefits, which are exempted from the release), the Equal Pay Act, the New Jersey Law Against Discrimination, The New Jersey Conscientious Employee Protection Act, as well as any other federal, state, local, or municipal statute, ordinance or regulation that prohibits improper discrimination, harassment or retaliation in the workplace or otherwise relates to or regulates employment relationships. In addition, the release extends to and covers claims for tortious conduct or breach of express or implied contract, including wrongful discharge, breach of covenant of good faith and fair dealing, intentional or negligent infliction of emotional distress, breach of contract or implied contract, negligence, misrepresentation, fraud, detrimental reliance, promissory estoppel, defamation, invasion of privacy, breach of laws governing safety in the workplace, loss of consortium, or any claims under federal, state, and local statutory and common law relating in any manner whatsoever to his employment with Stratford or the termination of that employment relationship. However, Mr. Marano is not waiving away any of his rights or

claims pursuant to New Jersey's Workers' Compensation Act. Mr. Marano is not waiving his right to continue his current workers' compensation claim and expressly reserves same and Mr. Marano expressly reserves his right to continue that claim.

4. Liens. It is further understood that, as a condition of the settlement, all claims and/or liens, past, current and/or future arising out of the settlement or asserted against the proceeds of the settlement are to be satisfied by Releasor, including but not limited to any Medicare or Medicaid claims and/or liens, Social Security claims and/or liens, hospital/healthcare insurer claims and/or liens, physician or attorney claims and/or liens, or any of the statutory, equitable, common law or judgment claims and/or liens, including but not limited to claims based on subrogation or any other legal or equitable theory. Releasor(s) therefore agrees, upon prompt presentation of any such claims and/or liens, to defend Releasees against any such claims and/or liens, and to indemnify and hold Releasees harmless against any judgment entered against Releasees based on such claims and/or liens, including the payment of any fines, charges and attorney's fees incurred as a result of any such lien. Failure to satisfy any such lien shall be considered a breach of the Agreement and Releasor(s) agree to pay all reasonable costs, interest and attorney's fees relative to any such lien.
5. Post-Employment Inquiry. Stratford agrees, through its Administration, to respond to post-employment inquiries regarding Mr. Marano by providing the information required by N.J.S.A. 47:1A-10, including his name, title, position, last salary, payroll record, length of service with Stratford, date of separation, and the amount, if any, of any pension received. Stratford shall also provide fully and truthfully all such information as it may be legally required to provide to any governmental agencies in response to a request under the Open Public Records Act, or pursuant to Court Order.
6. No Other Legal Action by Mr. Marano. Mr. Marano confirms that he does not have any charge, complaint or action pending in any forum or form against any of the Released Parties as of the date of hereof (other than a pending workers' compensation claim). Further, Mr. Marano covenants and agrees not to bring any charge, complaint, action, suit, or administrative proceeding in any forum before any federal, state, or local administrative agency or in any federal, state or local court against any of the Released Parties for any actions that could or did arise or accrue prior to and including the date of the Agreement (this does not include Mr. Marano's current workers' compensation claim).
7. Confidentiality. The Parties mutually agree that the existence of this Agreement, and the terms hereof, are to be held confidential, and agree not to disclose it to anyone except for their attorneys, members of their immediate family, such bona fide professional legal, tax, and financial advisors as may from time to time be engaged, and any person required by law or order of court to receive such information. Mr. Marano expressly acknowledges and agrees that he is not to discuss the existence of this Agreement or any of its terms with any current or former employees of Stratford. To the extent the Parties reference the Agreement in discussions with persons not permitted to receive information about the Agreement, they shall inform such persons that the claims "have been discontinued" or "have been closed." Stratford

shall not disseminate or produce copies of the Agreement except pursuant to Court Order or a lawful request under the Open Public Records Act.

8. Non-Disparagement. The Parties agree not to make, publicly or privately, through any media or medium (including without limitation comments on social networking sites), any disparaging or derogatory remarks or otherwise make statements that could injure the business or reputation of any of the Released Parties.
9. Additional Covenants and Acknowledgments. Mr. Marano further understands and agrees that:
 - a. By signing the Agreement he is voluntarily making a full and final compromise and settlement of any and all claims, disputed or otherwise, arising out of his employment relationship with Stratford, and that the Agreement will preclude any further or additional claims arising out of said relationship;
 - b. He has the right to consult an attorney prior to signing the Agreement and has been encouraged to do so by Releasees;
 - c. He is receiving additional and valuable consideration to which he is not otherwise entitled without signing the Agreement;
 - d. He would not receive the consideration and benefits provided in the Agreement but for his willingness to knowingly and voluntarily enter into the Agreement, not revoke it, and abide by its terms; and
 - e. The Agreement is contractual, not a mere recital, shall be given full force and effect, and shall be binding upon him, his heirs, executors, successors, administrators and assigns.
10. Entire Agreement. The Agreement sets forth the entire agreement between Mr. Marano and Releasees. All other prior agreements between the Parties are hereby terminated and shall have no other force or effect. Mr. Marano acknowledges and agrees that Releasees have not made any promises to him other than those set forth in the Agreement. The Agreement may be modified only upon an express written agreement between the Parties. Because counsel for Mr. Marano had a full opportunity to review the Agreement with him before he signed it, the language of the Agreement shall in all cases be construed as a whole, according to its fair meaning and not strictly for or against any of the Parties.
11. Disputes. The validity, performance, construction, and effect of the Agreement shall be governed by the substantive laws of the United States and the State of New Jersey, in Camden County, New Jersey. The New Jersey Superior Court shall retain jurisdiction to implement and enforce the Agreement and its terms.
12. Severability. The invalidity or unenforceability of any provision of the Agreement, whether in whole or in part, shall not in any way affect the validity or enforceability of any other provision contained herein.

13. Releasor agrees to be bound by all of the terms of this Release and delivers the Release to the Releasees on the understanding that the Releasees agree to be bound by the terms which apply to them.

14. No Wages Owed. Mr. Marano affirms that he reported all hours worked as of the date of this Agreement and was paid and/or received all leave (paid or unpaid), compensation, wages, bonuses, commissions and/or benefits to which he may be entitled and that no other leave (paid or unpaid), compensation, wages, bonuses, commissions and/or benefits are due to him, except as provided in this Agreement. This paragraph does not apply to Mr. Marano's current worker's compensation claim.

15. Stipulation of Dismissal with Prejudice. As further consideration for the making of this Release, the parties to this Release shall execute and file (or cause to be executed and filed in their behalf) a Stipulation of Dismissal with prejudice of all claims between them in the Civil Action filed in the Superior Court of New Jersey under Docket number CAM-001577-16.

16. No Admission of Liability. This Release expresses a full and complete settlement, regardless of the adequacy of the consideration, and the making and acceptance of this Release shall not operate as an admission of liability on the part of anyone.

17. Pension/Retirement Benefits. The Parties agree that this settlement and Release does not affect or diminish in any way the Plaintiff's right to collect any pension, retirement and/or health benefits he's entitled to collect as a former and/or retired employee of the Borough of Stratford. The Plaintiff specifically reserves the right to collect these benefits.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties agree to the terms of the Agreement.


ANDREW MARANO

STATE OF NEW JERSEY :

COUNTY OF Camden :

: ss

Sworn and Subscribed before me this

28 day of December, 2017.



NOTARY PUBLIC

Chrysten A Neldermayer
Notary Public
New Jersey
My Commission Expires 7-18-2021