

2022-198

Interoffice Memo

CITY CLERK'S OFFICE-CITY OF LINDEN

Date: February 26, 2025

To: Joseph Bodek, City Clerk

From: Jasmine Steele Clerk II

Re: OPRA: Roman Broszkowski (2025-179)

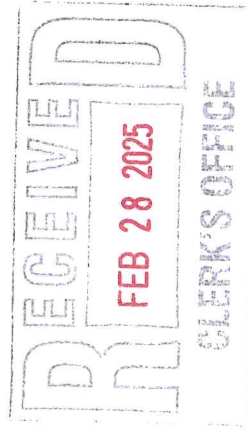
Attached please find a request for public records which was received by this office on February 26, 2025.

In accordance with the Open Public Records Act, we must respond to this request on Wednesday March 5, 2025. If your office is in possession of documents relative to this matter, please provide them to the City Clerk's Office as soon as possible but no later than the above date.

Be further advised that if your department has no records relative to the above referenced, please advise us in writing as to same.

Thank you.

Attachments





Jennifer Honan <jhonan@linden-nj.gov>

#2025-179

Fwd: OPRA request - Full text of Resolution authorizing the settlement in the matter of Nicholas Scutari V City of Linden, Et Al, Docket No. Unn-L-2484-20

1 message

Joe Bodek <jbodek@linden-nj.gov>

To: Jennifer Honan <jhonan@linden-nj.gov>

Tue, Feb 25, 2025 at 12:08 PM

----- Forwarded message -----

From: **Roman Broszkowski** <opra+request-71922-b331de36@requests.opramachine.com>

Date: Mon, Feb 24, 2025 at 7:11 PM

Subject: Re: OPRA request - Full text of Resolution authorizing the settlement in the matter of Nicholas Scutari V City of Linden, Et Al, Docket No. Unn-L-2484-20

To: OPRA requests at Linden City <jbodek@linden-nj.org>

Dear Linden City,

I am following up on the status of my request for the "full text of Resolution authorizing the settlement in the matter of Nicholas Scutari V City of Linden, Et Al, Docket No. Unn-L-2484-20."

Yours faithfully,

Roman Broszkowski

Please use this UNIQUE email address for all replies to this request and no other:

opra+request-71922-b331de36@requests.opramachine.com

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

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

View this OPRA request & responses online:

https://opramachine.com/request/full_text_of_resolution_authoriz

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

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

--
Joseph C. Bodek
Municipal Clerk
Municipal Registrar, CMR
ABC Secretary
Office of the City Clerk

City of Linden
301 North Wood Avenue
Linden, New Jersey 07036
Office (908) 474-8452
Fax (908) 474-8451
jbodek@linden-nj.gov



NOTICE
PRIVILEGED AND CONFIDENTIAL
THIS DOCUMENT IS SUBJECT TO THE
ATTORNEY-CLIENT PRIVILEGE AND

RESOLUTION AUTHORIZING THE SETTLEMENT IN THE MATTER OF NICHOLAS SCUTARI V. CITY OF LINDEN, ET AL, DOCKET NO. UNN-L-2484-20

WHEREAS, the City Council, after consideration, desires to settle the matter entitled Nicholas Scutari v. City of Linden, et al., Docket No. UNN-L-2484-20; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF LINDEN that the City of Linden hereby authorizes settlement of the within matter, a copy of said Settlement Agreement attached hereto as Exhibit “A”; and **BE IT FURTHER RESOLVED** that the Mayor, and City Clerk are hereby authorized to execute said settlement agreement.

PASSED: April 19, 2022

APPROVED: April 20, 2022

President of Council

Mayor

ATTEST:

City Clerk

SETTLEMENT AGREEMENT ANP GENERAL RELEASE

This Settlement Agreement and General Release ("Settlement Agreement") is entered into, by and between, Nicholas Scutari ("Mr. Scutari"), and the City of Linden, Derek Armstead, Peter Brown, Ralph Strano, Alfred Mohammed (referred to collectively herein as the "City"), who shall be referred to collectively herein as the "Parties";

WHEREAS, on or about August 4, 2020, Mr. Scutari filed a Complaint against the City in the Superior Court of New Jersey, Union County, Docket No. UNN-L-2484-20 (hereinafter the "Complaint"), alleging, inter alia, that he was employed by the City of Linden as a municipal prosecutor, that the individually named defendants were the Mayor (Mr. Armstead) and councilmen of the City of Linden at relevant times; that Mr. Scutari was replaced as Municipal Prosecutor in or around 2018 after holding the position for approximately 15 years; and that the City engaged an outside firm to investigate certain aspects of Mr. Scutari's role as Municipal Prosecutor; that Mr. Scutari brought causes of action against the City for

Political Activity Retaliation in Violation of the New Jersey Civil Rights Act, Defamation, and Malicious Prosecution (which count was dismissed); and

WHEREAS, the City filed an Answer to the Complaint denying all liability and filed a Counterclaim for Breach of Contract and Conversion; alleging Inter alia, that Scutari exceeded his allowed absences with his employment by the City; and

WHEREAS, the Parties to this Settlement Agreement mutually desire to fully and finally settle and terminate any and all disputes among and between them which settlement shall not be deemed or construed to be an admission of liability or wrongdoing by either Party, but which constitutes a good faith settlement, which is being entered into solely to avoid the costs of further litigation.

NOW, THEREFORE, for the mutual consideration set forth herein and intending to be legally bound, the Parties hereto do agree as follows:

1. The recitals are incorporated by reference as if set forth in their entirety herein.

2 The parties agree to file mutual stipulations dismissing Scutari's Complaint and the City of Linden's Counterclaim with prejudice, without costs to any party.

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a As consideration for the undertakings of the Parties set forth herein, and intending to be legally bound, Scutari hereby REMISES, RELEASES, AND FOREVER DISCHARGES Mr. Scutari, the City, their predecessors, successors, and affiliates, and their respective boards of trustees, officers, directors, employees, agents, insurers, attorneys and assigns, of and from any and all manner of actions and causes of action, suits, debts, claims, charges, complaints, and demands whatsoever in law or in equity, which the Parties ever had, now has, or hereafter may have, or which their heirs, executors, or administrators hereafter may have, by reason of any matter, cause, or thing whatsoever from the beginning of time until the execution date of this Settlement Agreement, whether asserted in his Complaint or not, and particularly but without limitation of the foregoing general terms, the following claims: (i) all claims for wages, pay, salary, bonuses, vacation, overtime, or other compensation or fringe benefits; (ii) all claims arising out of or relating to the services performed by Mr. Scutari as Municipal Prosecutor for the City of Linden; (iii) and all other claims which could have been asserted, or could be asserted now or in the future against the City, including but not limited to, claims arising under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq., as amended ("Title VII"); the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq., (the "ADR"); 42 U.S.C. § 1981; the Fair Labor Standards Act, 29 U.S.C. § 201 et seq., ("FLSA"); the Health Insurance Portability and Accountability Act of 1996, Public Law 104 — 191 ("HIPAA"); the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq., as amended (the "ADEN"); the Older Workers Benefit Protection Act, 29 U.S.C. § 621 et seq. (the "OWBPA"); the Family and Medical Leave Act, 29 U.S.C. § 2601, et seq. ("FMLA"); the New Jersey Family Leave Act, N.J.S.A. 34:11 B-1, the Genetic Information Nondiscrimination Act, 42 U.S.C. § 2000ff et seq.; the New Jersey State Wage and Hour Law, N.J.S.A. 34:11-56a et seq.; the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et seq., as amended ("ERISA"); the Civil Rights Act of 1866; the New Jersey Law Against

Discrimination, N.J.S.A. 10:5-12 ("LAD")); the New Jersey Civil Rights Act, N.J.S.A. 10:6-1, and any and all other federal, state, or local laws, and any common law claims or torts now or hereafter recognized including, but not limited to any claims for breach of contract, wrongful or constructive discharge or retaliation, as well as all claims for attorneys' fees and costs. This ælease does not release any claims that may not be released as a matter of law.

As consideration for the undertakings of the Parties set forth herein, and intending to be legatly bound, the City, their predecessors, successors and affiliates, and their respective offices, directors, employees, agents, insurers, attorneys and assigns of and from any and atl manner of actions and causes of actions, suits, debts, claims, charges, complaints, and demands whatsoever, in law or in equity, which the City ever had, now has, or hereafter may have, or which their heirs, executors, or administrators, hereafter may have, by reason of any matter, cause, or thing, whatsoever, from the beginning of time until the execution date of this Settlement Agreement, whether asserted in the Counterclaim or not, and particularly but without limitation of the foregoing general terms, the following claims against Scutari: breach of contract, conversion, breach of good faith and fair dealing, fraud, breach of fiduciary duty, improper waste of taxpayer funds, defamation, libel and slander

4. In further consideration of the undertakings by the Parties set forth herein, the Parties agree that no agency charge, civil action, suit, or other legal proceeding will be commenced with regard to the allegations set forth in the Complaint. The Parties agree that they have no current claims for an agency charge, civil action, suit, or legal proceeding and covenant that they will not file, charge, claim, sue, or cause or permit to be filed any civil action, suit, or legal proceeding seeking any personal, equitable, or monetary relief in connection with any matter which has been released by this Settlement Agreement. If a Party breaches this covenant, they agree to indemnify, defend, and hold the other party harmless from any such claim and from any legal fees and costs, including attorneys' fees, incurred by any party in defending against such claims. The Parties further agree and covenant that should any person, organization, or other entity file, charge, claim, sue or cause or permit to be filed any civil action, suit, or legal proceeding involving any matter released by this Settlement Agreement, the Parties will not seek or accept any personat relief in such civil action, suit, or legal proceeding. Nothing in this Settlement Agreement shall be construed to affect the independent right and responsibility of any appropriate federal, state, or local government agency to enforce the law, or affect any Parties' right to communicate with any such agency or participate in any investigation conducted by such agency.

5 Regarding the subject matter set forth in the Parties' respective pleadings, the Parties agree that they have not and will not disparage any other individual or entity named in or covered by this Settlement Agreement by making or soliciting comments, statements, or the like to the media, on social media, or to others, including but not limited to current or past employees of the City that may reasonably be considered to be derogatory toward the Parties, or engage in conduct that is injurious to the reputation of the Parties, including encouraging or assisting others to bring any form of suit claim, or cause of action against the Parties, unless required to do so by a subpoena or court order. Nothing in this provision limits the rights of the Parties to engage in public civil discourse regarding any specific matter that may arise in the future.

6 Should any part, term, or provision of this Settlement Agreement be declared by any court to be illegal, invalid, or unenforceable, the Parties elect to keep the remaining parts, terms, or provisions of this Settlement Agreement as valid, enforceable and not affected thereby.

7. Nothing contained in this Agreement shall prevent this Agreement, or any of its terms, from being used, offered, or received in evidence in any proceeding to enforce any or all of its terms.

a This Settlement Agreement can be executed in separate counterparts, each of which shall constitute an original and all of which shall be deemed a single document. All signatures need not be on the same copy. The Parties agree that faxed or PDF signatures shall be the equivalent of original signatures.

9. By their signatures herein, the Parties hereby certify and acknowledge that:

a I have read the terms of this Settlement Agreement and I understand its terms and effects, including the fact that I have agreed to RELEASE AND FOREVER DISCHARGE the adverse party from any and all claims that I may have against them, including but not limited to the claims itemized herein;

b I have signed this Settlement Agreement voluntarily and knowingly and am authorized to enter into this Agreement;

C Through this document, I have been advised to consult with an attorney, and t have in fact consulted with my attorney, concerning this Settlement Agreement prior to signing this Settlement Agreement.

IQ The Parties to this Settlement Agreement acknowledge that they understand this Settlement Agreement and sign it freely and voluntarily, without any coercion, duress or other undue influence.

11. The parties agree that this Settlement Agreement and Generat Release shall be governed by and construed in accordance with the laws of the State of New Jersey without reference to its choice of law rules.

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IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties execute the foregoing Settlement Agreement and General Release on the

Witness

Nicolas Scutari

Printed Name

Date

Witness

Derek Armstead

Witness

Authorized agent for the City of Linden

dates indicated.

Printed Name _____

Printed Name _____

Witness _____

Witness _____

Printed Name _____

Date _____

Printed Name _____

Date _____

Ralph Strano

Alfred Mohammed