

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.

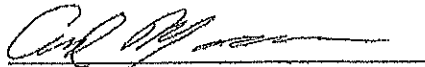
4. Liens. It is further understood that, as a condition of the settlement, all claims and/or liens, past, current and/or future arising out of the settlement or asserted against the proceeds of the settlement are to be satisfied by Releasor, including but not limited to any Medicare or Medicaid claims 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

08 day of December, 2017.



NOTARY PUBLIC

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