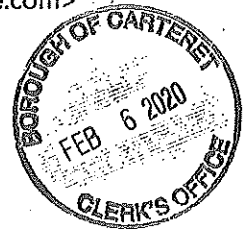


Pogorzelski, Carmela

From: Mr Radwan <opra+request-9395-4f9f779b@requests.opramachine.com>
Sent: Wednesday, February 05, 2020 5:18 PM
To: Pogorzelski, Carmela
Subject: OPRA request - Lawsuits



Dear Carteret Borough,

This is a request for public records made under OPRA and the common law right of access. I am not required to fill out an official form. Please acknowledge receipt of this message.

Records requested:

I would like a copy of all settlement agreements and checks issued for the agreements from January 1, 2020 through Feb 6, 2020

Yours faithfully,

Mr Radwan

Please use deliver records electronically via email to the below UNIQUE address for all replies to this request:
opra+request-9395-4f9f779b@requests.opramachine.com

Is pogorzelskic@carteret.net the wrong address for OPRA requests to Carteret Borough? If so, please contact us using this form:

https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fopramachine.com%2fchange_request%2fnew%3fbody%3dcarteret_borough&c=E,1,k5-AZKoPlgJYBUHEs5piEKnb3Sr_7YCX9LhYH_pw8iV7lIKS6aWr5pL7Ha1U8D0UJJAMtOACKyT451jr1HggW0iFJ67BhFDXvn_mrSINRsEQmg6D-b9yoZLgew,,&typo=1

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

<https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fopramachine.com%2fhelp%2fofficers&c=E,1,ubntIJa5h9QKn4XQv7y-lQ2JAplpsNyNBNHunk4KSUNcLn5wVzx3p8JCK87gLcnXmuj4UwL9MDcdcd0y5n3fVdfNvECloiGoEEswlF2M&typo=1>

View this OPRA request & responses online:

https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fopramachine.com%2frequest%2flawsuits&c=E,1,8cvbjZRvN-QgllpMYQGcfSI97Sd8FmJtDYa3NOB54h53PP0V27CAjVy9ZecORKmiELW3TV3YNYrTk9cELtGZXGxG7Zn7HLWyxJrgPm_Ef-U,&typo=1

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.

PASHMAN STEIN WALDER HAYDEN, P.C.

A Professional Corporation

Court Plaza South

21 Main Street, Suite 200

Hackensack, NJ 07601

(201) 488-8200.

CJ GRIFFIN, ESQ. (#031422009)

Attorneys for Plaintiff,

Steven Wronko

STEVEN WRONKO,

Plaintiff,

v.

BOROUGH OF CARTERET and CARMELA
POGORZELSKI, in her official capacity as
records custodian for the Borough of Carteret,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MIDDLESEX COUNTY

DOCKET NO.: MID-L-7613-19

Civil Action

**STIPULATION OF DISMISSAL
WITH PREJUDICE**

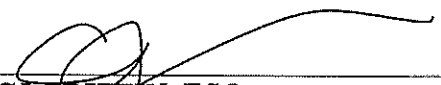
IT IS hereby stipulated and agreed that all claims in this above-captioned matter between
Plaintiff, Steven Wronko, and all Defendants are hereby dismissed with prejudice.

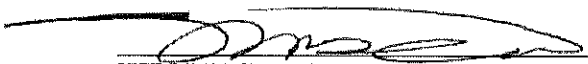
**PASHMAN STEIN WALDER HAYDEN,
P.C.**

Attorneys for Plaintiff,
Steven Wronko

**DECOTIIS, FITZPATRICK, COLE &
GIBLIN, LLP**

Attorneys for Defendants, Borough of Carteret
and Carmela Pogorzelski


CJ GRIFFIN, ESQ.


THOMAS A. ABBATE, ESQ.

BOROUGH OF CARTERET

No. 016150

REFERENCE/DESCRIPTION

NET AMOUNT

Vendor: PASHMAN PASHMAN STEIN WALDER HAYDEN PC
 PO: 20-00989 DESC: OPRA LEGAL MATTER

3,500.00

Check Date: 02/06/20 Check Amount: \$*****3,500.00

DETACH BEFORE DEPOSITING

THIS DOCUMENT HAS A COLORED BACKGROUND AND FLUORESCENT FIBERS • SEE ADDITIONAL SECURITY FEATURES ON REVERSE SIDE • MISSING A FEATURE INDICATES A COPY

BOROUGH OF CARTERET

100 COOKE AVENUE

CARTERET, N.J. 07008

CLEARING ACCOUNT

DATE

02/06/20

CHECK NO.

16150

AMOUNT

\$*****3,500.00

Three Thousand Five Hundred AND 00/100 dollars

TO THE
ORDER
OF

PASHMAN STEIN WALDER HAYDEN PC
 COURT PLAZA SOUTH
 21 MAIN ST STE 200
 HACKENSACK, NJ 07601



investors Bank

Banking in your best interest.

Carteret Office, Carteret, NJ 07008

Investors 24 Hour Service, 1-888-444-4466

No. 016150

55-7203/2212

MAYOR

BOROUGH CLERK

TREASURER

⑈016150⑈ ⑆221272031⑆ 1000931587⑈

PASHMAN STEIN WALDER HAYDEN, P.C.

A Professional Corporation

Court Plaza South

21 Main Street, Suite 200

Hackensack, NJ 07601

(201) 488-8200

CJ GRIFFIN, ESQ. (#031422009)

Attorneys for Plaintiff,

Steven Wronko

STEVEN WRONKO,

Plaintiff,

v.

BOROUGH OF CARTERET and CARMELA
POGORZELSKI, in her official capacity as
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Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MIDDLESEX COUNTY

DOCKET NO.: MID-L-7613-19

Civil Action

**SETTLEMENT AGREEMENT AND
MUTUAL RELEASE**

This **SETTLEMENT AGREEMENT and MUTUAL RELEASE** ("Agreement") is entered into this 30th day of January 2020, by and between Plaintiff, Steven Wronko, and the Borough of Carteret and Carmela Pogorzelski, the latter acting in her official capacity as records custodian for the Borough of Carteret (jointly, the "Defendants"). Plaintiff and Defendants hereinafter are referred to individually as a "Party" and jointly as the "Parties". This Agreement shall be deemed entered into as of the date of signature of the last signatory or signatory representative to sign this Agreement.

RECITALS

WHEREAS, on or about November 8, 2019, Plaintiff instituted this action by way of order to show cause pursuant to the Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1 to -18, challenging Defendants' attempt to assess a special service charge before it would produce

certain government records; and

WHEREAS, the Parties engaged in settlement discussion to amicably resolve the issues raised in Plaintiff's Complaint prior to the Court hearing the Order to Show Cause;

WHEREAS, Defendants have produced the records responsive to Plaintiff's OPRA request without assessing a special service charge;

WHEREAS, the Parties wish to amicably resolve the amount of attorneys' fees and all other remaining claims by settlement.

TERMS AND CONDITIONS

NOW THEREFORE, intending to be legally bound hereby and in consideration of the mutual covenants, conditions, obligations, and promises contained herein, the parties agree as follows:

1. **Records Production**: Defendants have now fully satisfied the OPRA request that was the subject of the lawsuit.
2. **Consideration**. Defendants shall pay to Plaintiff's counsel, Pashman Stein Walder Hayden, P.C., in the sum of \$3,500.00 within 30 days from the date this Agreement, which shall fully satisfy Plaintiff's statutory right to attorneys' fees pursuant to N.J.S.A. 47:1A-6.
3. **Dismissal**. Plaintiff agrees to dismiss the above-captioned matter with prejudice. The parties shall execute and file with the court a Stipulation of Dismissal to that effect following execution of this agreement and payment of the attorneys' fees.
4. **Release**. This settlement agreement shall serve as a full and final release of all claims, counterclaims, crossclaims, and any other legal rights or privileges, known or unknown,

that were asserted, or which could have been asserted, in the denial of access lawsuit regarding the handling of his OPRA request.

5. **Non-Admission of Liability.** This agreement does not in any way constitute an admission of liability or wrongdoing by either party concerning the allegations raised in the above-captioned litigation.

6. **Binding Effect.** This agreement shall bind the parties and their respective heirs, successors, assigns, officers, employees, officials, and agents.

7. **Proper Authority.** Both parties represent that this agreement has been voluntarily executed by the persons with the legal authority to do so.

8. **Full and Final Agreement:** This Agreement represents the entire agreement and understanding between the Parties to this Agreement, constitutes the complete, final and exclusive embodiment of their agreement with respect to the subject matter hereof, and supersedes and replaces any and all prior agreements and understandings, both written and oral, concerning the subject matter hereof. The terms of this Agreement are contractual and not mere recitals. This Agreement may not be changed or modified, except by a writing signed by the Parties to this Agreement.

9. **Severability.** Should any part of this agreement be invalidated by a court of competent jurisdiction, that part shall be severed and the balance of the agreement shall remain in full force and effect.

10. **Counterparts.** This agreement may be signed in counterparts and shall be binding as if all parties executed the original thereof. A facsimile or electronically-transmitted signature shall have the same effect as an original signature.

11. **Governing Law.** This agreement shall be governed by the laws of the State of New Jersey. Any disputes arising out of or related to this agreement shall be venued in the Superior Court of New Jersey, Law Division, Middlesex County vicinage.

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates set forth below.

AGREED, STIPULATED, AND SETTLED BY AND BETWEEN:

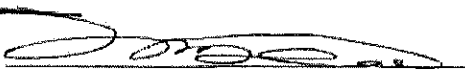
For: PLAINTIFF, STEVEN WRONKO



By: CJ Griffin, Esq.

Dated: 1/30/2020

For: DEFENDANTS, BOROUGH OF
CARTERET and CARMELA
POGORZELSKI, in her official capacity as
records custodian for the Borough of Carteret



By: Thomas A. Abbate, Esq.

Dated: 1/30/20