

Angela White

From: Taeho Kim <opra+request-12516-f72eb359@requests.opramachine.com>
Sent: Wednesday, May 27, 2020 3:32 PM
To: Angela White
Subject: OPRA request - OPRA: police officer-involved lawsuits 2012-2019

Dear Lyndhurst Township,

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:

1. A list of all lawsuits and cases in which any officer of the police department was involved between 2012 and 2019. For each lawsuit/case, please provide the date (month and year) of the alleged incident at issue, whether the alleged incident was excessive force, settlement amount (if any), and final compensation amount ruled (if any).
2. Please provide copies of the complaint in any lawsuits and cases described above.

Yours faithfully,

UC Research

Please use deliver records electronically via email to the below UNIQUE address for all replies to this request:
opra+request-12516-f72eb359@requests.opramachine.com

Is angelaw@lyndhurstnj.org the wrong address for OPRA requests to Lyndhurst Township? If so, please contact us using this form:

https://opramachine.com/change_request/new?body=lyndhurst_township

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/opra_police_officer_involved_law_120

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.

RELEASE

This **RELEASE**, dated September, 2016 is hereby given:

BY the Releasor: **John Valente**, referred to hereinafter as "YOU" or "YOUR" or "PLAINTIFF,"

TO: DEFENDANTS, The Township of Lyndhurst, including all of its agents, elected officials, officers, employees and assignees, and Robert Giangeruso, individually and as Mayor of the Township of Lyndhurst.

1. Release. PLAINTIFF John Valente hereby releases and hereby surrenders any and all claims and rights which he may have against these DEFENDANTS, its employees and elected officials, its agents and/or its assigns. The effect of this **RELEASE** is to waive all of PLAINTIFF'S claims against these DEFENDANTS, including any present substantive claims, including those that PLAINTIFF is not presently aware of, and those that are not specifically mentioned in the Complaint on PLAINTIFF'S behalf or in this **RELEASE** arising from the claims made only in this Complaint as in existence from the beginning of time through the date this **RELEASE** is signed. PLAINTIFF also specifically releases and dismisses the following claims:

All claims as set forth in the civil action entitled Valente v. Township of Lyndhurst, et al. filed in the Bergen County Superior Court under Docket No. Ber-L-4469-15, including any claims not pleaded therein or any claims cognizable or allowable pursuant to amendment against these DEFENDANTS, including but not limited to claims arising under any state civil rights laws and/or federal law.

2. Terms and Conditions. PLAINTIFF hereby acknowledges that he is being paid the total sum of **\$75,000.00** in full and final payment for making this **RELEASE**, in a single draft in that amount made payable to the order of **"John Valente and The Toscano Law Firm, as Attorneys"**.

3. Understanding of the Parties. This lawsuit is being settled, and PLAINTIFF hereby agrees that PLAINTIFF will not seek anything further, including any other payment, from these DEFENDANTS as to the claims made in the Complaint. Furthermore, PLAINTIFF hereby expressly agrees that the PLAINTIFF is solely responsible for the payment of all attorneys fees and costs payable to PLAINTIFF'S own attorneys, and PLAINTIFF hereby agrees that none of the parties to this settlement is considered to be a "prevailing party" under state law, such that each party herein, including PLAINTIFF, hereby waives and releases his claim against these DEFENDANTS for attorney's fees and costs pursuant to any state or federal law or pursuant to the Court Rules, and Plaintiff hereby agrees to be responsible, upon Plaintiffs signing of this **RELEASE**, for the payment of Plaintiffs own attorneys fees and expenses.

4. No Admissions as to Liability or Damages. PLAINTIFF hereby agrees that the DEFENDANTS have not admitted to any liability, nor has any person, elected official, officer, agent, or employee of these DEFENDANTS admitted to any wrongdoing or to any violations

of any federal or state laws or statutes or regulations or any **Township of Lyndhurst** Ordinances, and Plaintiff hereby acknowledges that it is the intention of the parties to this RELEASE and settlement to enter into said settlement solely for the purpose of amicably resolving any and all matters in controversy or in dispute, and to avoid the further expenditure of attorney's fees and other costs that would result from continued and protracted litigation in this employment-related matter.

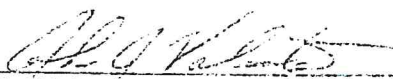
5. Entire Agreement. PLAINTIFF hereby agrees that the foregoing represents the entire Agreement between the parties, and supersedes any and all prior agreements or understandings, written or oral, if any between the parties.

6. Review of Release. PLAINTIFF hereby agrees and certifies that PLAINTIFF has read the entire RELEASE, that PLAINTIFF fully understands the terms and conditions as outlined in the RELEASE, that PLAINTIFF has conferred with his attorney and has asked all relevant questions of his attorney concerning the terms and conditions of this RELEASE and the settlement of his claims, and that PLAINTIFF has voluntarily signed said RELEASE in agreement with all the provisions contained herein.

7. Who is Bound. PLAINTIFF is bound by this RELEASE. Anyone who succeeds to PLAINTIFF'S rights and to PLAINTIFF'S responsibilities. To the extent that PLAINTIFF possesses a statutory or common law claim for reimbursement of attorneys fees, costs or disbursements associated with the prosecution of this action pursuant to the decisional or common law of this state or pursuant to any state or federal law or regulation, it is also PLAINTIFF'S intention that PLAINTIFF'S attorneys also be bound by this RELEASE as to PLAINTIFF'S claim for reimbursement of attorneys fees, costs or disbursements. Plaintiff hereby acknowledges that this RELEASE is also made for the benefit of DEFENDANTS, its elected officials, officers, agents, and employees, and for the benefit of all who succeed to DEFENDANTS' rights and to the **Township of Lyndhurst's** duties and responsibilities.

8. Severability. If any portion of this RELEASE shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

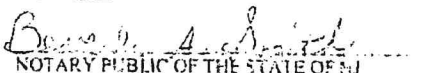
9. Signatures. PLAINTIFF understands and hereby agrees to be bound by the terms and the conditions of this RELEASE, as attested to by PLAINTIFF'S signature, which signature is made in the presence of PLAINTIFF'S attorney or a licensed Notary Public.



John Valente

Dated:

Sworn and subscribed before me this 21
Day of Sept, 2016



NOTARY PUBLIC OF THE STATE OF NJ

BEVERLY A. SMITH
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 3/31/2019

RELEASE AND WAIVER

This Release and Waiver is hereby given this ___ day of December, 2015.

BY: The Releasor, Brandon Swillinger, referred to as "I" or "Plaintiff".

TO: The Releasees, Township of Lyndhurst Police Department, Township of Lyndhurst, Township of Lyndhurst Board of Commissioners, including all of its and their agents, former and present elected officials, appointed officials, volunteers, employees, and/or assigns; individually and in their official capacity; referred to hereinafter individually and collectively referred to as "You" or "Your" or "Defendant(s)."

1. Release. I hereby release and give up any and all claims and rights which I may have against You, with the understanding that the effect of this RELEASE is to waive all of my claims against You, either present or future substantive claims arising out of any of the events raised in this litigation, including those that I am not presently aware of, and those that are not specifically mentioned in the Complaint filed on Plaintiff's behalf or in this RELEASE, resulting for any conduct of any official, agent, or employee of the Releasees, and which has occurred up to and including the date of this RELEASE. I am also specifically releasing the following claims:

- A. Any and all claims as set forth in the civil action entitled Brandon Swillinger v. Township of Lyndhurst Police Department, filed in the Superior Court of New Jersey, Bergen County, Law Division, Docket Number BER-L-0610-15, including any claims not plead therein or any claims cognizable or allowable pursuant to amendment against Releasees, including any claims for litigation costs and attorneys fees as may be cognizable or allowable by court rule or by statute.
- B. All claims between the parties through the date of this Release for damages, including reimbursement of costs for litigation; for expenses incurred for any administrative, criminal or civil matter; any and all legal fees; and medical expenses, that Plaintiff would have been entitled to recover pursuant to any state or federal and/or federal or state constitution; pursuant to antidiscrimination laws or any other employment related tort, pursuant to any prior agreement of the parties; pursuant to any Township Ordinances; pursuant to any collective bargaining agreement; or pursuant to the New Jersey Court Rules, and including any claim(s) arising for any of Plaintiff's application(s) for employment with any department within the Township of Lyndhurst up to and including the date of this Release against Releasees.
- C. All claims by Plaintiff for personal injury, mental and emotional distress, pain and suffering, medical bills, loss of income, defamation, loss of reputation, negligence, state common law estoppel claims, any additional equitable relief other than what has been set forth herein, attorneys fees, reimbursement for litigations expenses, and punitive damages against Releasees.

2. Payment. I am acknowledging that I am being paid a total of \$40,000.00 in full and final payment for making this RELEASE. Said payment shall be paid within thirty (30) days of the execution and delivery of this Release by Plaintiff and thirty (30) days after the Board of Commissioners' Approval of the Settlement Terms. The proposed terms of settlement shall be presented to the Board of Commissioners on December 8, 2015. Plaintiff understands that the terms of settlement are subject to Township of Lyndhurst Board of Commissioners' Approval. Payment shall be made payable in the form of two (2) checks: (1) the first made payable to "Brandon Swillinger" in the amount of \$23,700.00; and (2) the second made payable to "O'Connor, Parsons, Lane, & Noble, LLC" in the amount of \$16,300.00 for attorneys' fees and expenses. These checks shall be conditioned on the receipt of a completed Form W-9 from said Releasor and Firm. Releasees further agree to pay the entire Mediation fee. Said payments shall be further conditioned upon the receipt of an executed Stipulation of Dismissal with Prejudice to be prepared by Botta and Associates, L.L.C.

It is understood and agreed that the payment of \$40,000.00 is inclusive of any claims that Releasor may have for attorney's fees and is being paid to him in return for his releasing his claims against Releasees including his claims for damages based upon pain and suffering and mental anguish. The payment will be made without any deductions for federal or state income tax. Defendant will issue the 1099 forms with "other income" box marked to the Releasor and O'Connor, Parsons, Lane & Noble, LLC.

3. Understanding of the Parties. This lawsuit is being settled, Plaintiff is receiving adequate compensation and Plaintiff hereby agrees that Plaintiff is not seeking anything further including any other payment from Releasees.

4. No Admission as to Liability or Damages. I hereby agreed that the Releasees including all of its agents, former and present elected officials, appointed officials, volunteers, employees, and/or assigns, have not admitted to any liability, nor has any party to the lawsuit in question admitted to any wrongdoing or negligence, or to any violations of any federal or state laws, or statutes, or Township of Lyndhurst ordinances, and it is the intention of the parties to this RELEASE to enter into said settlement solely for the purpose of amicably resolving any and all matters in controversy or in dispute, and to avoid the further expenditure of attorneys fees and other costs that would result from continued and protracted litigation in this complex employment-related matter.

Furthermore, Plaintiff hereby agrees that the Plaintiff is solely responsible for the payment of all attorneys' fees and costs payable to Plaintiff's own attorney, and Plaintiff hereby agrees that none of the parties to this settlement is considered to be a "prevailing party" under either federal or under state law, such that each party herein, including Plaintiff, hereby waives and releases its claim against Releasees for attorneys' fees and costs pursuant to any state or federal law or pursuant to the state court rules, and each party to this settlement hereby agrees to be responsible, upon signing this RELEASE, for the payment of its own attorneys fees and expenses.

5. Taxability. Plaintiff hereby agrees that no representation has been made by the Defendant as to either the taxability or non-taxability of this settlement, and Plaintiff hereby waives any and all claims against Releasees in the event that the federal or state authorities deem this settlement or any portion thereof to be taxable, and upon such occurrence Plaintiff, and Plaintiff alone, is solely responsible for the payment of any such taxes Plaintiff would have incurred. Plaintiff agrees and acknowledges that he shall be solely responsible to pay State and Federal taxes, Social Security and

other contributions or other taxes or penalties as may be due on said settlement funds, if any, and hereby agrees to indemnify and hold harmless and promptly reimburse Releasees with regard to any payment of federal or state taxes, social security contributions or other contributions or any other taxes or penalties assessed against Releasee by any government agency including the Internal Revenue Services arising out of the settlement payment.

6. Press. All parties herein involved, including Plaintiff, hereby acknowledges that the resolution of this lawsuit and the monetary payment made herein is a matter of public record pursuant to the decisional law of this state, and may not be protected by OPRA in the event that a third party, including the media, makes a proper OPRA request for such information and/or a copy of this RELEASE. Notwithstanding same, the parties agree to keep the terms of this settlement confidential to the extent permissible by law.

In the event that Plaintiff or any party to this lawsuit or their authorized representative is asked questions by the press and/or media as to the present status of said lawsuit, Plaintiff or his authorized representative may only reply that "the case has been amicably resolved." Plaintiff or his authorized representative may additionally reply with words to the effect that "by entering into settlement of this matter both Plaintiff and Defendant have not admitted to any liability or to any wrongdoing or to any violations of state or federal law or a rule or regulations, and that the basis for the settlement between the parties is purely economic so as to avoid protracted litigation and further expenditure of costs and attorneys' fees," and that any statement made to this effect will not be considered in violation of this provision. The parties further agree not to make any disparaging remarks regarding the other party.

7. Entire Agreement. Plaintiff hereby agrees that the foregoing represents the entire Agreement between the parties, and supersedes all prior agreements or understandings, written or oral, if any between the parties.

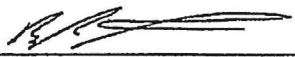
8. Review of Release. Plaintiff hereby agrees and certifies that Plaintiff has read the entire RELEASE, that Plaintiff fully understands the terms and conditions as outlined in the RELEASE, that Plaintiff has conferred with his attorney and has asked all relevant questions of his attorney concerning the terms and conditions of this RELEASE and settlement, and that Plaintiff has voluntarily signed said RELEASE in agreement with all the provisions contained herein.

9. Who is Bound. Plaintiff agrees and certifies that Plaintiff is hereby bound by this RELEASE. Anyone who succeeds to Plaintiff's Rights and to Plaintiff's responsibilities, such as Plaintiff's heirs or the executor of Plaintiff's Estate, is also bound. To the extent that Plaintiff possess a statutory or common law claim for reimbursement of attorneys fees, costs, or disbursements associated with the prosecution of this action pursuant to the decisional or common law of this state and the United States or pursuant to any state or federal statute, it is also Plaintiff's intention that Plaintiff's attorney also be bound by this RELEASE to Plaintiff's claim for reimbursement of attorneys fees, costs, or disbursements. This RELEASE is also made for the Releasees, its officers, agents, and employees' benefit and for the benefit of all who succeed to Releasees' rights and to the Releasees' responsibilities, such as any of Releasees' agents, elected officials, appointed officials, volunteers, and employees, or the heirs or the executor of said elected officials, appointed officials, volunteers, agents, and employees' Estate.

10. Severability. If any portion of this RELEASE shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that

any provision of this Agreement is invalid or unenforceable by that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

***** SIGNATURES APPEAR ON NEXT PAGE *****

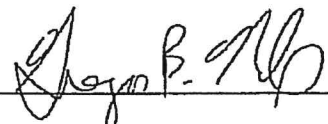


Brandon Swillinger

STATE OF NEW JERSEY)
 ss)
COUNTY OF Union)

I certify that on 12/9, 2015, BRANDON SWILLINER
personally came before me and acknowledged under oath, to my satisfaction, that he:

- (a) is named in and personally signed this document; and
- (b) signed and delivered this document as her act and deed.



An Attorney at Law of the State of New Jersey

RELEASE AND WAIVER

This Release and Waiver is hereby given this 14 day of April, 2016.

BY: The Releasor, Anita Louise Carbone, referred to as "I" or "Plaintiff".

TO: The Releasees, Township of Lyndhurst, Mayor B. Giangeruso, and John Fata, including all of its and their agents, former and present elected officials, appointed officials, volunteers, employees, and/or assigns; individually and in their official capacity, referred to hereinafter individually and collectively as "You" or "Your" or "Defendant(s)."

1. Release. I hereby, irrevocably and unconditionally, release and forever give up any and all claims and rights which I may have against Defendants, with the understanding that the effect of this RELEASE is to waive all of my claims against Defendants arising out of any of the events raised in this litigation, including those that I am not presently aware of, and those that are not specifically mentioned in the Complaint filed on Plaintiff's behalf or in this RELEASE, resulting from any conduct of any official, agent, or employee of the Releasees, and which has occurred up to and including the date of this RELEASE. I am also specifically releasing the following claims:

- A. Any and all claims as set forth in the civil action entitled Anita Louise Carbone v. Township of Lyndhurst, et. al., filed in the Superior Court of New Jersey, Bergen County, Law Division, Docket Number BER-L-0496-15, including any claims not plead therein or any claims cognizable or allowable pursuant to amendment against Defendants, including any claims for litigation costs and attorneys fees as may be cognizable or allowable by court rule or by statute.
- B. All claims between the parties through the date of this Release for damages, including reimbursement of costs for litigation; for expenses incurred for any administrative, criminal or civil matter; any and all legal fees; and medical expenses, that Plaintiff would have been entitled to recover pursuant to any state or federal statute and/or federal or state constitution; pursuant to antidiscrimination laws or any other employment related tort, pursuant to any prior agreement of the parties; pursuant to any Township Ordinances; or pursuant to the New Jersey Court Rules, and including any claim arising for Plaintiff's employment up to and including the date of this Release.
- C. All claims by Plaintiff for personal injury, mental and emotional distress, pain and suffering, medical bills, loss of income, defamation, loss of reputation,

negligence, state common law estoppel claims, any additional equitable relief other than what has been set forth herein, attorneys fees, reimbursement for litigation expenses, and punitive damages against Defendants.

D. Any and all claims against Defendants, both known and unknown up to the date of this Agreement, including but not limited to:

- a. Title VII of the Civil Rights Act of 1964, as amended;
- b. The Civil Rights Act of 1991 and 1966;
- c. The Age Discrimination in Employment Act of 1991, as amended;
- d. The Older Workers Benefits Protection Act;
- e. The Equal Pay Act of 1963, as amended;
- f. The Americans with Disabilities Act of 1990;
- g. The Medical Leave Act of 1993;
- h. The Employee Retirement Income Security Act of 1974;
- i. The New Jersey Law Against Discrimination;
- j. The Conscientious Employee Protection Act;
- k. The New Jersey Civil Rights Act, N.J.S.A. 10:6-1, et. seq.; and
- l. Any other Federal, State, or Local law, whether statutes, executive order, regulation, or common law, including all suits in tort or contract, including wrongful discharge, breach of contract, infliction of emotional distress and defamation.

E. This Release shall exclude all claims for Workers' Compensation benefits filed or to be filed on behalf of Plaintiff.

2. Payment. I am acknowledging that I am being paid a total of \$50,000.00 in full and final payment for making this RELEASE. Said payment shall be paid within 60 days of the execution and delivery of this Release by Plaintiff. Payment shall be made payable to the "Law Offices of Damian Christian Shammas, LLC, Attorney Trust Account", and shall be conditioned on the receipt of a completed type written Form W-9. Said payment shall be further conditioned upon the receipt of an executed Stipulation of Dismissal with Prejudice to be prepared by Bolla and Associates, L.L.C.

Plaintiff hereby agrees to retire effective March 1, 2016. Plaintiff's last paycheck will be issued on March 15, 2016. Plaintiff's last pensionable paycheck was February 29, 2016. The Township of Lyndhurst hereby agrees to pay for and continue Plaintiff's Health Benefits (health, dental, and prescription under the Husband/Wife plan) until August 25, 2017 ("termination date"). Should Plaintiff predecease the termination date, the Township will cease all payments immediately and Plaintiff's Health Benefits shall cease.

It is understood and agreed that the payment of \$50,000.00 and Plaintiff's Health Benefits

are inclusive of any claims that Releasor may have for attorney's fees and is being paid to her in return for her releasing her employment claims against Releasees including her claims for damages based upon pain and suffering and mental anguish. These payments will be made without any deductions for federal or state income tax.

3. Understanding of the Parties. This lawsuit is being settled, Plaintiff is receiving adequate compensation and Plaintiff hereby agrees that Plaintiff is not seeking anything further including any other payment from Defendants.

4. No Admission as to Liability or Damages. I hereby agree that the Defendants including all of its and their agents, former and present elected officials, appointed officials, volunteers, employees, and/or assigns, have not admitted to any liability, nor has any party to the lawsuit in question admitted to any wrongdoing or negligence, or to any violations of any federal or state laws, or statutes, or Township of Lyndhurst Ordinances, and it is the intention of the parties to this RELEASE to enter into said settlement solely for the purpose of amicably resolving any and all matters in controversy or in dispute, and to avoid the further expenditure of attorneys fees and other costs that would result from continued and protracted litigation in this complex employment-related matter.

Furthermore, Plaintiff hereby agrees that the Plaintiff is solely responsible for the payment of all attorneys' fees and costs payable to Plaintiff's own attorney, and Plaintiff hereby agrees that none of the parties to this settlement is considered to be a "prevailing party" under either federal or under state law, such that each party herein, including Plaintiff, hereby waives and releases her claim against Defendants for attorneys' fees and costs pursuant to any state or federal law or pursuant to the state court rules, and each party to this settlement hereby agrees to be responsible, upon signing this RELEASE, for the payment of their own attorneys fees and expenses.

5. Taxability. Plaintiff hereby agrees that no representation has been made by the Defendants as to either the taxability or non-taxability of this settlement, and Plaintiff hereby waives any and all claims against Defendants in the event that the federal or state authorities deem this settlement or any portion thereof to be taxable, and upon such occurrence Plaintiff, and Plaintiff alone, is solely responsible for the payment of any such taxes Plaintiff would have incurred. Plaintiff agrees and acknowledges that she shall be solely responsible to pay State and Federal taxes, Social Security and other contributions or other taxes or penalties as may be due on said settlement funds, if any, and hereby agrees to indemnify and hold harmless and promptly reimburse Releasee with regard to any payment of federal or state taxes, Social Security contributions or other contributions or any other taxes or penalties assessed against Releasee by any government agency including the Internal Revenue Services arising out of the settlement payment.

6. Press. All parties herein involved, including Plaintiff, hereby acknowledges that the resolution of this lawsuit and the monetary payment made herein is a matter of public record pursuant to the

decisional law of this state, and may not be protected by OPRA in the event that a third party, including the media, makes a proper OPRA request for such information and/or a copy of this RELEASE.

In the event that Plaintiff or any party to this lawsuit or their authorized representative is asked questions by the press and/or media as to the present status of said lawsuit, Plaintiff or her authorized representative may only reply that "the case has been amicably resolved." Plaintiff or her authorized representative may additionally reply with words to the effect that "by entering into settlement of this matter both Plaintiff and Defendants have not admitted to any liability or to any wrongdoing or to any violations of state or federal law or a rule or regulations, and that the basis for the settlement between the parties is purely economic so as to avoid protracted litigation and further expenditure of costs and attorneys' fees," and that any statement made to this effect will not be considered in violation of this provision.

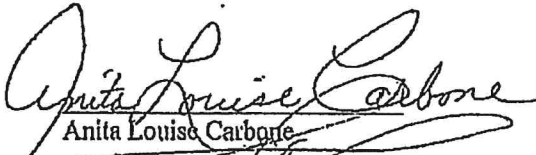
7. Entire Agreement. Plaintiff hereby agrees that the foregoing represents the entire Agreement between the parties, and supersedes all prior agreements or understandings, written or oral, if any between the parties.

8. Review of Release. Plaintiff further acknowledges that she is represented by counsel of her choice, Damian Christian Shammas, Esq., and Plaintiff hereby agrees and certifies that Plaintiff has read the entire RELEASE, that Plaintiff fully understands the terms and conditions as outlined in the RELEASE, that Plaintiff has conferred with her attorney and has asked all relevant questions of her attorney concerning the terms and conditions of this RELEASE and settlement, and that Plaintiff has voluntarily signed said RELEASE in agreement with all the provisions contained herein.

9. Who is Bound. Plaintiff agrees and certifies that Plaintiff is hereby bound by this RELEASE. Anyone who succeeds to Plaintiff's Rights and to Plaintiff's responsibilities, such as Plaintiff's heirs, administrators, or the executor of Plaintiff's Estate, is also bound. To the extent that Plaintiff possesses a statutory or common law claim for reimbursement of attorneys fees, costs, or disbursements associated with the prosecution of this action pursuant to the decisional or common law of this state and the United States or pursuant to any state or federal statute, it is also Plaintiff's intention that Plaintiff's attorney also be bound by this RELEASE to Plaintiff's claim for reimbursement of attorneys fees, costs, or disbursements. This RELEASE is also made for the Defendants, its officers', agents', and employees' benefit and for the benefit of all who succeed to Defendants' rights and to the Defendants' responsibilities, such as any of Defendants' agents, elected officials, appointed officials, volunteers, and employees, or the heirs or the executor of said elected officials', appointed officials', volunteers', agents', and employees' Estate.

10. Severability. If any portion of this RELEASE shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that

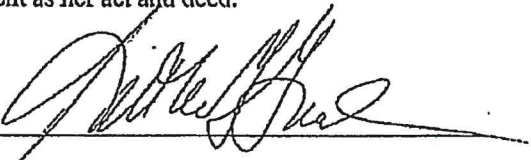
any provision of this Agreement is invalid or unenforceable by that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.


Anita Louise Carbone

STATE OF NEW JERSEY)
 ss)
COUNTY OF Bergen)

I certify that on April 14, 2016, ANITA LOUISE CARBONE
personally came before me and acknowledged under oath, to my satisfaction, that she:

- (a) is named in and personally signed this document; and
- (b) signed and delivered this document as her act and deed.



Notary Public

KATHLEEN G. GIUNTA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Dec. 12, 2018