



Claim Level Loss Run

Policy Period 01/01/2012 - 12/31/2012

Insurer: BERGEN CTY MUN. J.I.F.
 Insured: BCMJIF-BERGENFIELD
 Loss Date: Between Jan 1, 2012 and Dec 31, 2019
 Location/Dept: POLICE
 Insurance Type: 1-General Liability
 Coverage: POLICE PROFESSIONAL BI (GL-PBI), POLICE PROFESSIONAL PI (GL-PPI)

Line of Insurance: General Liability

Claimant Name Lit Subro	QL File Number Claim Number	Claimant Type	Insured Location/Dept Department Site	Date of Loss Rpt to insured Rpt to TPA	Cause	Status	Open Reserve	Net Paid to Date	Net Incurred	Total Paid to Date	Total Incurred	Recovery
ESTATE OF THOMAS	X50675	POLICE	BCMJIF-BERGENFIELD	10/9/2012	POLICE	Closed	0.00	8.20	8.20	8.20	8.20	0.00
	001159916	PROF BI	POLICE	12/19/2012	PROFESSIONAL							
				12/26/2012								
General Liability Total							0.00	8.20	8.20	8.20	8.20	0.00
							Claim Count: 1 Open Count: 0 Closed Count: 1					
2012/2012 Total							0.00	8.20	8.20	8.20	8.20	0.00
							Claim Count: 1 Open Count: 0 Closed Count: 1					



Claim Level Loss Run

Policy Period 01/01/2017 - 12/31/2017

Insurer: BERGEN CTY MUN. J.I.F.
 Insured: BCMJIF-BERGENFIELD
 Loss Date: Between Jan 1, 2012 and Dec 31, 2019
 Location/Dept: POLICE
 Insurance Type: 1-General Liability
 Coverage: POLICE PROFESSIONAL BI (GL-PBI), POLICE PROFESSIONAL PI (GL-PPI)

Line of Insurance: General Liability

Claimant Name Lit Subro	QL File Number Claim Number	Claimant Type	Insured Location/Dept Department Site	Date of Loss Rpt to insured Rpt to TPA	Cause	Status	Open Reserve	Net Paid to Date	Net Incurred	Total Paid to Date	Total Incurred	Recovery
Ted Powell litigation	2018124637	POLICE PROF PI	BCMJIF-BERGENFIELD POLICE	10/20/2017 1/16/2018 1/29/2018	Police professional; civil rights	Closed	0.00	862.50	862.50	862.50	862.50	0.00
General Liability Total							0.00	862.50	862.50	862.50	862.50	0.00
							Claim Count: 1 Open Count: 0 Closed Count: 1					
2017/2017 Total							0.00	862.50	862.50	862.50	862.50	0.00
							Claim Count: 1 Open Count: 0 Closed Count: 1					
Overall Total							0.00	870.70	870.70	870.70	870.70	0.00
							Claim Count: 2 Open Count: 0 Closed Count: 2					

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY

RESOLUTION No. 19-332

Offered by Council President Kornbluth Seconded by Councilperson Rivera

Member	Aye	No	Abstain	Absent
LODATO	✓			
DEAUNA	✓			
AMATORIO	✓			
KORNBLUTH	✓			
RIVERA	✓			
MARTE				✓
SCHMELZ (tie)				

WHEREAS, Michael A. Legregni was a Police Officer with the Borough of Bergenfield Police Department; and

WHEREAS, on or about October 16, 2016, Michael A Legregni field a complaint in the Superior Court of New Jersey, Law Division, Bergen County entitled Michael A. Legregni v. Borough of Bergenfield, the Bergenfield Police Department, et als., Docket No. BER-L-7283-16; and

WHEREAS, on or about February 17, 2019, Michael A. Legregni was terminated from his position with the Bergenfield Police Department; and

WHEREAS, upon further review of this matter both Michael A. Legregni and the Borough of Bergenfield desire to settle and completely resolve any and all disputes, causes of action, claims, issues and/or differences which are in any way related to the Complaint filed and/or Michael A. Legregni's employment with the Borough; and

WHEREAS, the Borough's Labor Counsel has prepared a Confidential Settlement Agreement and Release, a copy of which is attached hereto and incorporated herein by reference, outlining the terms and conditions of settlement between the parties; and

WHEREAS, the Borough Administrator and Borough Attorney have reviewed the Confidential Settlement Agreement and Release between the Borough and Michael A. Legregni attached hereto and incorporated herein by reference and recommend the approval of same.

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Bergenfield, County of Bergen and State of New Jersey that the Confidential Settlement Agreement and Release attached hereto and incorporated herein by reference between the Borough and Michael A. Legregni be and is hereby approved; and

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute the Confidential Settlement Agreement and Release attached hereto and incorporated herein by reference on behalf of the Borough; and

BE IT FURTHER RESOLVED, that the Borough Clerk be and she is hereby authorized and directed to forward a certified copy of this resolution together with the

executed Confidential Settlement Agreement and Release to Michael A. Legregni upon its passage; and

BE IT FURTHER RESOLVED, that a copy of this Resolution shall be placed in the personnel file of Michael A. Legregni upon its passage.

I hereby certify that the above is a true copy of a resolution passed by the Council of the Borough of Bergenfield at the meeting held on December 3, 2019.

SEAL

A handwritten signature in cursive script, appearing to read "Marie Quinones", is written over a horizontal line.

Borough Clerk

19-332

ALTHOUGH THE PARTIES MAY HAVE AGREED TO KEEP THE SETTLEMENT AND UNDERLYING FACTS CONFIDENTIAL, SUCH A PROVISION IN AN AGREEMENT IS UNENFORCEABLE AGAINST THE EMPLOYER IF THE EMPLOYEE PUBLICLY REVEALS SUFFICIENT DETAILS OF THE CLAIM SO THAT THE EMPLOYER IS REASONABLY IDENTIFIABLE

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

This Confidential Settlement Agreement and Release (the "Agreement") is entered into by and between Michael A. Legregni ("Employee") and the Borough of Bergenfield ("Employer") (Employee and Employer are collectively referred to herein as the "parties") as of the Effective Date stated below.

WHEREAS, Employee was employed by Employer; and

WHEREAS, Employee was terminated from his employment with the Employer on or about February 17, 2019 (the "Termination"); and

WHEREAS, on or about October 16, 2016, Employee filed a Complaint against Employer in the Superior Court of New Jersey, Bergen County Vicinage titled, *Michael A. Legregni v. Borough of Bergenfield, the Borough of Bergenfield Police Department, John Doe(s) 1-10, & XYZ Corp.(s) 1-10*, Docket No. BER-L-7283-16, related to his employment with Employer, (the "Complaint"); and

WHEREAS, to avoid the possible future costs, burdens, or distractions of litigation, the Employee and Employer now desire and, through the execution of this Agreement, intend to dispose of and resolve fully and completely any and all disputes, causes of action, claims, issues, and/or differences between Employee and Employer, including, but not limited to, those which have arisen, could have arisen out of, and/or are in any way related to the Complaint and/or Employee's employment with Employer, termination from employment with Employer, and any and all matters that might arise between Employee and Employer as a result of any act that has heretofore occurred.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth below, the parties agree as follows:

1. Payment to Employee. In exchange for the promises made by Employee in this Agreement, Employer agrees to make the following payment in the following amount and upon the terms set forth in this Agreement:

- (a) A check or checks made payable to Sciarra & Catrambone, L.L.C., in the lump-sum amount of Three Hundred Sixty Three Thousand Dollars and Zero Cents (\$363,000.00), for which Sciarra & Catrambone, L.L.C. will be issued a 1099.

- (b) A check or checks made payable to Michael Legregni in the amount of Four Hundred Eighty Thousand Dollars and Zero Cents (\$480,000), for which Michael Legregni will be issued a 1099.
- (c) Employer will issue Employee and his counsel IRS Forms 1099 in connection with the payment described herein. Neither Employer, Employee, nor their respective counsel make any representation to the other as to the tax consequences of the payment set forth herein and neither Employer nor Employee are relying on any tax advice or representation from the other. Employee agrees that he will be solely responsible for the payment of all applicable state, federal and local taxes, penalties, interest or other amounts due with respect to the payment described above and will assume full liability with respect to same. Employee agrees to indemnify and hold Employer and its counsel harmless from any and all federal, state and local tax liabilities, deficiencies, levies, interest and penalties that may be assessed should he fail to make any payments, including state and federal taxes, to which the payments set forth in ¶1(a) and (b) may be subject.
- (d) With respect to all monies going to himself and his attorneys, employee further agrees to fully indemnify, defend, and hold harmless Employer and/or its respective successors, assigns, parents, subsidiaries, divisions, affiliates, insurers, officers, directors, trustees, governors, associates, agents and representatives from and against any and all claims, actions, or proceedings brought by the IRS or any other taxing authority in which it is asserted that taxes, interest, or penalties are or may be due from Employee on account of the payment described above or in which it is asserted that taxes or other monies should have been withheld from any the payment described above or that penalties or interest are due on account of any claimed failure to withhold taxes or other monies from said payment.
- (e) Employer and/or its insurer shall deliver the aforementioned checks to Employee's counsel in the foregoing amounts within forty-five (45) days after all of the following occurs: (1) execution of this Agreement by all parties; (2) receipt by counsel for Employer of all necessary IRS W-9 forms from Employee and Employee's counsel; and (3) the Governing Body of the Borough of Bergenfield approves the Agreement.

2. Employee's Disciplinary Record. The Employee shall dismiss all appeals of the Final Notices of Disciplinary Action and the disciplinary actions previously taken by the Employer, including, but not limited to, his appeals of the Final Notices of Disciplinary Action issued on December 27, 2017, February 13, 2019 and February 25, 2019 (the "appeals") and will dismiss with prejudice all matters presently pending before the Office of Administrative Law, including, but not limited to, OAL Docket No.: CSV 01121-2018 N ; OAL Docket No.: CSR 3534 - 2019 N and OAL Docket No.: CSV 3866 -

2019 (the "OAL matters"). The Employer shall withdraw or dismiss all disciplinary actions and penalties taken or imposed against the Employee from and after July 29, 2014, which actions and penalties are set forth on Schedule "A". To the extent that any penalty or suspension was served by the Employee, the Employee waives and releases the Employer from any claim in connection therewith, and acknowledges that his compensation for any period of suspension without pay is to be derived solely from the payment referenced in Paragraph 1(b) above. The Employer shall amend all Final Notices of Disciplinary Action for any major discipline issued after July 29, 2014 to reflect that same are dismissed and shall transmit the amended Final Notices of Disciplinary action for filing with the Civil Service Commission upon receipt of the Employee's filed dismissal of his appeals and of the OAL matters.

3. No Consideration Absent Execution of this Agreement. Employee understands and agrees that the payment described above in Paragraph 1 would not be provided except for Employee's execution of this Agreement and the fulfillment of the promises contained in this Agreement.

4. Fees and Costs. The parties agree to bear their own fees, costs, and expenses, including attorneys' fees, in connection with the litigation, negotiation, and settlement of the Complaint.

5. Dismissal with Prejudice of the Complaint. Employee agrees to execute a Stipulated Agreement which contains a statement that the Complaint is Dismissed with Prejudice and without an award of attorney's fees or costs to either party, and Employee further agrees he shall deliver to Employer's counsel an executed copy of the Stipulated Agreement and take any and all further action that is necessary or required by the Superior Court of New Jersey, Bergen County Vicinage to dismiss the Complaint with prejudice and without an award of attorney's fees or costs against all Defendants, including the Borough of Bergenfield and the Bergenfield Police Department.. Employee understands that by entering into this Agreement, he is voluntarily agreeing to dismiss his Complaint. This settlement is in full and final satisfaction of any and all Employee's claims, including claims for attorneys' fees and costs, whether made by the Employee or his attorney(s), and the Employee hereby agrees that neither he nor his attorney will make any claim for attorneys' fees or costs under any statute or under any other legal theory in the pending matter or in any another matter. Employee represents that other than the Complaint, no claim, charge, complaint or action exists against the Employer or Releasees (as defined in Paragraph 5 hereof) in any forum.

6. Release by Employee of All Defendants. In exchange for the consideration provided, except as expressly provided below, Employee releases, relinquishes, and gives up (and agrees not to file any suit with respect to) any and all claims, suits, causes of action, known or unknown, which Employee may have or hold against the Employer and all of Employer's departments, divisions, agencies, affiliates, subdivisions (specifically including the Borough of Bergenfield Police Department), former employees, officers, directors, assigns, parent, predecessors and successors, present and former affiliates, subsidiaries, legal representatives and agents (collectively, the "Releasees") of and from all actions, causes of action, suits, debts, dues, sums of

money, damages, judgments, executions, claims and demands whatsoever, whether individual or collective, in law or in equity, known or unknown, foreseen or unforeseen which Employee ever had, now has or which he or his heirs, executors, personal or legal representatives, administrators, successors or assigns hereafter shall, can or may have from the beginning of the world to the Employee's execution of this Agreement. The foregoing release includes, but is not limited to, any and all claims alleged in the Complaint as well as any and all claims in any way arising out of, relating to or resulting from (a) Employee's employment with Employer or his Termination from employment; (b) any fact, statement, or conduct made on or occurring prior to the Employee's execution of this Agreement; (c) any employment or business custom, practice or policy of Employer, and/or (d) any conduct or decision of Employer which has in any way affected Employee or discussions leading up to and/or culminating in this Agreement.

This release includes, but is not limited to, a release of any and all rights Employee has to sue or bring any type of claim under the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621 *et seq.*, ("ADEA") except as provided below, for discrimination and other violations of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*, the Employment Act of 1967, the Civil Rights Act of 1991, the Civil Rights Act of 1866 and 1870, the Civil Rights Act of 1966, as amended, 42 U.S.C. § 1981, as amended, Executive Order 11246, the Americans with Disabilities Act 42 U.S.C. § 12101, *et seq.*, as amended, the Family and Medical Leave Act, as amended, the Equal Pay Act of 1963, as amended, the Immigration and Reform Control Act, as amended, the Fair Labor Standards Act; the Rehabilitation Act of 1973; the Employee Retirement Income Security Act; the Veterans Reemployment Rights Act; the Uniformed Services Employment and Reemployment Rights Act; the Worker Adjustment and Retraining Notification Act; the Consolidated Omnibus Budget Reconciliation Act; the New Jersey Law Against Discrimination; the New Jersey Wage and Hour law; the New Jersey Family Leave Act; New Jersey Conscientious Employee Protection Act; the New Jersey Equal Pay Act; the New Jersey Smokers' Rights Law; the New Jersey Genetic Privacy Act; the common laws of the State of New Jersey; any other applicable federal, state or local wage and hour, anti-discrimination or employment law or regulation, the Occupational Safety and Health Act, as amended, the Sarbanes-Oxley Act of 2002, as amended, the Older Workers Benefit Protection Act of 1990, as amended, for any federal, state or common law claim or cause of action for breach of contract, wrongful discharge, constructive discharge, retaliation, defamation, slander, libel, intentional or negligent infliction of emotional distress, misrepresentation, fraud, promissory estoppel, any other tort or negligence claim, or obligations arising out of any of Employer's employment policies or practices, employee handbooks and/or any statements by any employee or agent of Employer whether oral or written; and for reinstatement, back pay, bonus, attorneys' fees, compensatory damages, costs, front pay, any form of equitable or declaratory relief, liquidated damages, emotional distress, personal injury, punitive damages, pain and suffering, medical expenses, damage to reputation, damage for personal, emotional or economic injury or damage of any kind.

This release does not release any claims the law does not permit Employee to release. Nothing in this Agreement shall be construed to prohibit Employee from

enforcing this Agreement or from filing a charge with the Equal Employment Opportunity Commission, New Jersey Division on Civil Rights, local human rights agency or the National Labor Relations Board, or from participating in any investigation or proceeding conducted by these agencies. Notwithstanding the foregoing, Employee agrees to waive his right to recover monetary damages in any charge, complaint, or lawsuit filed by Employee or by anyone else on his behalf. Employee assures Employer that as of the date of execution of this Agreement by Employee, Employee is not aware of any fact or circumstance that Employee believes creates any duty or obligation on the part of Employee to report any matter or concern to any governmental agency.

If the release of any claim described herein is found invalid, Employee acknowledges and agrees that such invalidity has no effect on the validity of any other release of claim and that this Agreement shall remain valid and enforceable so long as the release of claim provisions that are found valid and enforceable are acceptable to Employer.

7. Class or Collective Action Claims. Employee acknowledges and agrees that included among the claims released are any and all claims that have been, or may be, asserted by him or by any other person or entity on his behalf in any class or collective action relating to the Released Parties including but not limited to the Borough of Bergenfield and the Bergenfield Police Department. Consistent with the terms of this Agreement:

a. Employee waives any right to become, and promises not to consent to become, a member of any class in a case in which claims are asserted against the Released Parties and that involve events which have occurred as of the date he signs this Agreement; and

b. Employee waives any and all rights he might otherwise have to receive notice of any class or collective action. In the event that Employee is included or identified as a member, or potential member of a class in any proceeding against the Released Parties, he agrees to opt out of the class at the first opportunity afforded to him after learning of his inclusion. In this regard, Employee agrees that he will execute, without objection or delay, an "opt-out" form presented to him in connection with such proceeding.

8. Employee warrants and represents that there are no liens or encumbrances on his claims, including but not limited to Workers' Compensation liens, physicians' liens, and/or attorney liens. Employee expressly acknowledges that, in any case, all obligations to satisfy such liens are the sole responsibility of Employee, and not of the Borough of Bergenfield or the Bergenfield Police Department. Employee also agrees that if any liens or encumbrances on his claims should arise between the date he signs the Agreement and the date on which the funds identified in Paragraph 1 of this Agreement are paid and the County of Hudson is required by law to pay such lien or encumbrances, Bergenfield's payment of the lien or encumbrance shall act as an offset to Bergenfield's obligations to Employee set forth herein.

9. Denial of Liability. It is expressly understood and agreed to by and among the parties hereto that by entering into this Agreement, Employer and Employee do not admit the truth of the allegations made in the Complaint, and this is a compromise of disputed claims which should not be construed as an admission of liability on the part of any party. Employer expressly denies any wrongdoing or liability to the Employee.

10. Review of the Agreement. Employee acknowledges that he has carefully read this Agreement and understands all of its terms, and that he signs it voluntarily with full knowledge of its significance after adequate opportunity for consideration and consultation with an attorney/advisor. Employee represents that no payments or consideration have been promised to him for executing or delivering this Agreement other than those described herein, and that the payment and benefit described herein shall constitute the entire amount of consideration provided to him under the Agreement. Employee acknowledges that this amount constitutes adequate and sufficient consideration for the claims released herein and any other promises made under this Agreement. The recitals stated above are incorporated herein by reference. The parties have each received or had the opportunity to receive independent legal advice from attorney(s) of their choice with respect to the preparation, review and advisability of executing this Agreement. Employee has consulted with counsel of his choice, Charles Sciarra, Esq. and Jeffrey Catrambone, Esq., prior to execution of this Agreement. The parties acknowledge that they have executed this Agreement after independent investigation and without fraud, duress or undue influence.

11. No Re-Employment. Employee shall be reinstated to his employment with the Borough of Bergenfield on December 9, 2019 for a period of ten (10) days in order to effectuate the terms of Paragraph 2 above and to allow the Employee to resign in good standing. Employee shall execute simultaneously with this Agreement a Resignation in form annexed hereto as Exhibit "A" which shall be effective on December 19, 2019. Employee agrees that he will not apply for or seek re-employment with any of the Releasees (as defined in Paragraph 5 herein) either before, after or during this limited period of reinstatement and will not apply for a transfer to another law enforcement agency during this period of reinstatement. The Releasees have the right to refuse to re-employ Employee without liability.

12. All Compensation Paid. Employee agrees and acknowledges that he has been paid for all hours worked and all services provided as an employee of the Employer, including without limitation, all compensation, bonuses, expenses, and all accrued but unused paid time off benefits, such as vacation. Employee's compensation and benefits for the limited period of reinstatement set forth in Paragraph 10 above shall be derived solely from the payment referenced in Paragraph 1(a) above.

13. Assigns and Successors-in-Interest. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the parties hereto.

14. Confidentiality/Non-Disparagement. The Employee agrees to keep the terms and conditions of this Agreement and the payment of the settlement proceeds in

accordance with this Agreement confidential and he will not disclose to any other person other than the Employee's spouse, attorney, or tax advisor (collectively, a "Disclosed Party"). Employee shall advise any Disclosed Party that this Agreement is confidential and the Disclosed Party shall not disclose any information that Employee conveys to the Disclosed Party about the Agreement or the Complaint. If asked about the terms of this Agreement, the Employee and any Disclosed Party shall state that the claim has been resolved to the satisfaction of the parties. The Employee agrees that after the date of this Agreement, he will not disparage or denigrate the Borough of Bergenfield, the Borough of Bergenfield Police Department or any of its present or former members, officers or supervisors orally or in writing to any third party, any web or Internet site, newspaper, or media source of any type.

15. Applicable Law. The existence, validity, construction, and operation of this Agreement, and all of its covenants, agreements, representations, warranties, terms, and conditions shall be determined in accordance with the laws of the State of New Jersey, without giving effect to the principles of conflicts of law.

16. Entire Agreement. This Agreement sets forth the entire agreement between the parties, and fully supersedes all prior and/or contemporaneous agreements or understandings between the parties which pertain to the subject matter hereof. The terms of this Agreement may not be contradicted by evidence of any prior or contemporaneous agreement and no extrinsic evidence whatsoever may be introduced to vary its terms in any judicial proceeding involving this Agreement.

17. Modification. This Agreement may be modified, but only if the modification is in writing and signed by all parties to this Agreement.

18. Severability. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, term, or provision shall be deemed not to be part of this Agreement.

19. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

20. Joint Effort. The parties stipulate that this Agreement was prepared by and is the joint effort of the parties through negotiations. Accordingly, any ambiguity, uncertainty or vagueness in the construction and interpretation of this Agreement shall not be attributed to either Employee or Employer, and the theory of construction that a document should be construed against the party drafting the document is waived and will not be applied in construing this Agreement.

21. Review and Consultation. Employee acknowledges that: (a) this Agreement is written in terms and sets forth conditions in a manner which he understands; (b) he has carefully read and understands all of the terms and conditions of this Agreement; (c) he agrees with the terms and conditions of this Agreement; and

(d) he enters into this Agreement knowingly and voluntarily. Employee acknowledges that he does not waive rights or claims that may arise after the date this Agreement is executed, that he has been given twenty-one (21) days from receipt of this Agreement in which to consider whether he wanted to sign it, that any modifications, material or otherwise made to this Agreement do not restart or affect in any manner the original twenty-one (21) day consideration period, that Employer advises Employee to consult with an attorney of the Employee's choice before Employee signs this Agreement, and that he was given the opportunity to consult with, and did consult with, an attorney prior to executing this Agreement. Employer agrees, and Employee represents that he understands, that Employee may revoke his acceptance of this Agreement at any time for seven (7) days following his execution of the Agreement and must provide notice of such revocation by giving written notice to the Employer by noon EDT on the eighth (8th) day after the execution of this Agreement. If Employee chooses to revoke his acceptance of this Agreement, he will give such notice to counsel for Employer at the following address: Chasan Lamparello Mallon & Cappuzzo, Attn: John L. Shahdanian II, Esq., 300 Lighting Way, Secaucus, New Jersey, 07094. If not revoked by written notice received by the Employer on or before noon EDT the eighth (8th) day following the date of his execution of the Agreement, this Agreement shall be deemed to have become enforceable and effective at 12:01 a.m., Eastern Standard Time (the "Effective Date") on such eighth (8th) day.

22. Employment Verification: The parties agree that any future requests for reference checks that pertain to Employee's employment will be limited to name, dates of employment, title, resignation in good standing and salary information. To obtain this neutral reference, Employee agrees that his future potential employer will contact Mustafa Rabboh, Chief of Police of the Borough of Bergenfield.

23. New Jersey Child Support Judgment Search and Potential Liens: Pursuant to N.J.S.A. 2A:17-56.23(b), Employee understands and agrees that the settlement sum will not be released until such time as he or his attorneys provide counsel for the county with a certified copy of a child support judgment search, performed by a private judgment search company, reflecting that Employee is not a child support judgment debtor. Employee further understands and agrees that in the event it is revealed that he is a child support judgment debtor, Employee will not receive any of the proceeds of the settlement until all outstanding New Jersey child support judgments are satisfied. Employee also understands and agrees that if any child support judgment exceeds the net proceeds of the settlement sum, the entire settlement proceeds will be utilized to satisfy any outstanding child support judgment.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed this Agreement as of the date stated below.

Agreed to and accepted by:

Michael A. Legregni

Date

STATE OF _____)
) ss.: _____,
COUNTY OF _____)

On _____, before me personally appeared Michael A. Legregni, known to me to be the individual described herein, who executed the foregoing Confidential Settlement Agreement and Release, and duly acknowledged to me that he executed the same as his free act and deed.

Sworn to before me on this ____ day of _____, 2019.

Notary Public

Agreed to and accepted by:

Borough of Bergenfield

Name: _____

Title: _____

Date

