

**SETTLEMENT AGREEMENT, COVENANT NOT TO SUE
AND GENERAL RELEASE**

THIS SETTLEMENT AGREEMENT, COVENANT NOT TO SUE AND GENERAL RELEASE ("this "Agreement") is entered into as of January 22, 2018 between DANIEL R. FARRUGGIO ("Plaintiff" or "Farruggio" or "Releasor" or "Claimant") and The Borough of Hamburg ("HAMBURG" or "Released Parties" or "Defendants"). For purposes of this Agreement, the term "HAMBURG" shall mean and all of its elected and appointed officials and its agents, servants and employees, officers, representatives and agents and its insurance carrier, Nationwide E&S Specialty. For purposes of this Agreement, the term "Plaintiff" or "Farruggio" as appropriate, shall collectively mean and include Daniel R. Farruggio, his spouse if any, all of his executors, administrators, successors, assigns, agents and representatives. Plaintiff and HAMBURG are sometimes collectively referred to hereinafter as the "Parties" and individually referred to hereinafter as a "Party."

RECITALS

WHEREAS, Plaintiff filed a complaint, entitled DANIEL R. FARRUGGIO v. THE BOROUGH OF HAMBURG; Docket No.: SSX-L-63-14 ("Lawsuit") which was tried to verdict, in which Plaintiff alleges his employment was terminated in violation of the New Jersey Conscientious Employee Protection Act, N. J. Stat. Ann. § 34:19-1 et. seq. ("CEPA") among and alleges unlawful discrimination relating to the employment relationship other things ("Allegations"), against the Defendant;

WHEREAS, Defendant timely appealed the verdict in the Lawsuit, Appellate Docket No.: A-000548-17, ("Appeal") which is pending and undetermined;

WHEREAS, Defendant denies and continues to deny any liability for the Allegations alleged on behalf of the Defendant, as well as Hamburg's elected and appointed officials and its agents, servants and employees; and

WHEREAS, Plaintiff continues to assert the validity of his claims; and

WHEREAS, Plaintiff and Defendant (hereinafter collectively "the Parties") wish to avoid further litigation and resolve their differences; and

WHEREAS, Plaintiff agrees to voluntarily consent to vacate the Judgment rendered at trial, thus rendering his claims against the Defendant dismissed with prejudice, the "Claims":

WHEREAS, the Parties have reached an agreement to fully and finally settle all of Farruggio's claims against HAMBURG, including those asserted and not asserted in the Lawsuit against HAMBURG and in the Appeal.

NOW, THEREFORE, in consideration of the payment to Farruggio provided for herein, the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties do hereby agree as follows:

1. HAMBURG agrees that it will pay to Farruggio within twenty-three (23) days after receipt of this Agreement executed by Farruggio, and receipt of an executed W9 form, provided Farruggio has not revoked the Agreement pursuant to paragraph 27 below, the sum of One Million Two Hundred Fifty Thousand Four Hundred Sixty Four Dollars and Fifty-Two Cents (\$1,250,464.52) by paid to Daniel R. Farruggio for alleged emotional distress, physical manifestation of emotional distress damages, back pay and attorneys' costs/fees (the "Settlement Payment"), as full and final settlement of all of Farruggio's claims asserted in the Lawsuit, as well as all claims covered under Section 2 of this Agreement. In connection with the Settlement Payment, the Parties understand and agree that no portion of the Settlement Payment represents punitive damages or a payment in lieu of punitive damages. The Settlement Payment will be reflected on an IRS Form 1099 in the name of Farruggio. The Settlement Payment shall be issued as follows:

- The sum of \$767,414.47, which shall be reported on an IRS1099 Form to "Daniel R. Farruggio", representing alleged emotional distress and physical manifestation of emotional distress damages; and
- The sum of \$100,000.00 gross less all appropriate withholding taxes, which shall be reported on an W2 Form to "Daniel R. Farruggio", representing back pay ("Back Pay"); the Parties agree that the Back Pay portion of the Settlement Payment is the differential between the amount that Farruggio earned as a police officer and the amount he earns at his present job; the Parties acknowledge that Farruggio resigned his employment with Hamburg; therefore Farruggio is not entitled to any pension contribution because the Back pay portion of the Settlement Payment is to compensate Farruggio for the alleged loss of earning after his resignation and he had no creditable service so he is not entitled to any pension contribution; and
- The sum of \$383,050.05, which sum shall be reflected on an IRS Form 1099 in the name of the "Jacobs & Barbone, P.A. on behalf of Daniel R. Farruggio" representing attorney's fees and costs and related expenses.

Farruggio agrees and acknowledges that he is solely responsible for declaring any income tax payment due and owing on the Settlement Payment, and shall be responsible for any taxes assessed against him individually and due all governmental tax and authorities as a result of the Settlement Payment. Farruggio further agrees to indemnify HAMBURG and hold them harmless from the assessment of any taxes owed by him (along with interest, penalties or other liabilities, including attorneys' fees, related to these taxes) and for any taxes, arising out of or with respect to the Settlement Payment, except any required tax contribution by Hamburg related to the Back Pay portion of the Settlement Payment.

2. Farruggio hereby releases and forever discharges HAMBURG and all of its elected and appointed officials and its agents, servants and employees, officers, representatives and agents, and its insurance carrier, from any and all causes of action, suits, claims, charges, or complaints, known or unknown, which Farruggio has, may have or claim to have against HAMBURG and it's all elected and appointed officials and its agents, servants and employees, officers, representatives and agents and its insurance carrier, arising heretofore out of any matter, occurrence or event that has occurred up to now, including all claims relating to Farruggio's

employment with HAMBURG and which were or could have been asserted in the Lawsuit or any other matter including, without limitation, any claims or rights Farruggio may have under Title VII of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1991, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Rehabilitation Act of 1973, the federal Family and Medical Leave Act, Sections 1981 and 1983 of the Civil Rights Act of 1866, the Employee Retirement Income Security Act of 1974, as amended, the Fair Labor Standards Act, the federal Equal Pay Act, the Worker Adjustment and Retraining Notification Act, the National Labor Relations Act, the New Jersey Law Against Discrimination, the New Jersey Conscientious Employee Protection Act, the New Jersey Wage Payment Law, the New Jersey Wage and Hour Law, the New Jersey Family Leave Act, the New Jersey Equal Pay Act, COBRA and any state laws against discrimination and harassment, or any other federal, state, or local statute, regulation or common law claim relating to employment, working, wages, hours, benefits, attorneys' fees, or any other terms and conditions of employment and/or termination from employment. This releases all claims for wrongful discharge, violation of public policy, breach of contract, breach of implied covenant of good faith and fair dealing, unjust enrichment, fraud, fraudulent misrepresentation, negligent misrepresentation, defamation, intentional infliction of emotional distress, other torts, third-party beneficiary claims for breach of contract or otherwise, or any other claims in any way related to Farruggio's employment with HAMBURG. The foregoing release covers any type of claim or theory whatsoever. Farruggio makes this Agreement on behalf of himself and all who succeed to his respective rights and responsibilities and on behalf of his heirs and assigns. Notwithstanding this paragraph or any other paragraphs, nothing in this Agreement shall preclude Farruggio from filing a charge or complaint with the Equal Employment Opportunity Commission, including a challenge to the validity of this Agreement, or from participating in an investigation, hearing or proceeding

conducted by the Equal Employment Opportunity Commission, but the intent of this release is to waive and release Farruggio's right to recover damages through any such charge, investigation, hearing or proceeding.

3. Farruggio covenants and promises that he will not hereafter file or cause to be filed on his behalf any charge, complaint, legal or administrative action of any nature before any court or administrative agency to assert any claim against HAMBURG and all of its elected and appointed officials and its agents, servants and employees, officers, representatives and agents and its insurance carrier, arising out of Farruggio's claims and/or potential against HAMBURG in the Lawsuit or any other claims arising out of any other matter occurring up to now, except as may be necessary to enforce this Agreement.

4. It is understood and agreed by the Parties that nothing contained in this Agreement shall constitute or be construed as an admission by HAMBURG and all of its elected and appointed officials and its agents, servants and employees, officers, representatives and agents, and its insurance carrier, of any wrongful action or violation of any federal or state statute, or common law rights, including those relating to the provisions of any law or statute concerning Farruggio's allegations against HAMBURG, or all of its elected and appointed officials and its agents, servants and employees, officers, representatives and agents, and its insurance carrier, and all specifically deny any wrongful action or conduct.

5. Farruggio promises that he will not defame or disparage HAMBURG and HAMBURG promises it will instruct its employees not to defame or disparage Farruggio.

6. Farruggio represents that he has not assigned to any third party any claim he has, may have or believes he may have against HAMBURG, or all of its elected and appointed officials and its agents, servants and employees, officers, representatives and agents, and its insurance carrier.

7. Farruggio and his representatives, including but not limited to his spouse, agree not to disclose the terms of this Agreement or any of the allegations asserted in the Lawsuit, to the extent permitted by law, to any person other than Farruggio's immediate family, accountant, attorneys or income tax preparer or the Internal Revenue Service ("Permitted Individuals"), unless otherwise requested to do so by a court, by Subpoena or by an administrative agency of competent jurisdiction. If Farruggio discloses any information concerning this Agreement or any of the discussions and negotiations leading to this Agreement or any of the allegations asserted in the Lawsuit and Appeal to the extent permitted by law (collectively, "Confidential Information"), to the Permitted Individuals, Farruggio agrees to advise any such Permitted Individuals to whom any Confidential Information is disclosed that such Confidential Information must be treated confidentially, pursuant to terms of this Agreement. Notwithstanding the foregoing this Agreement is subject to disclosure via the New Jersey Open Public Records Act ("OPRA"). The Parties understand that the Settlement Payment will be formally authorized by a Council Resolution which will part of the public record in order to meet budget and other fiscal requirements; therefore, in addition to disclosure by way of OPRA there will be an open record disclosing Hamburg's share of the Settlement Payment. Farruggio agrees that should he receive a demand for Confidential Information, or is served with properly and lawfully issued order or subpoena from the Internal Revenue Service or any administrative agency or court of competent jurisdiction, notice of the demand or service of the subpoena or order will be provided to HAMBURG'S SOLICITOR at least five (5) business days prior to Farruggio releasing any such Confidential Information. The Parties agrees to submit to the jurisdiction of the State of New Jersey in any action brought to enforce the confidentiality provisions of this Agreement. Farruggio acknowledges and agrees that any non-permitted disclosures of any Confidential Information will cause grave and irreparable harm to HAMBURG. In the event it is determined

in a court of competent jurisdiction that Farruggio breached the provisions of this paragraph, Farruggio agrees to remit to HAMBURG an amount determined by the Court and reasonable attorney's fees and costs. This Agreement shall be binding upon and inure to the benefit of the Parties and any of their respective heirs, legal or their elected and appointed officials and its agents, servants and employees, officers, representatives and agents.

Hamburg and its representatives including its appointed officials, agents, officers, representatives and insurance carrier agree to be bound by the same confidentiality and non-disparagement provision set forth in the paragraph above as applicable to Farruggio. Notwithstanding the foregoing this Agreement is subject to disclosure via the OPRA. The Parties understand that the Settlement Payment will be formally authorized by a Council Resolution which will part of the public record in order to meet budget and other fiscal requirements; therefore, in addition to disclosure by way of OPRA there will be an open record disclosing Hamburg's share of the Settlement Payment. Further, Hamburg agrees that its duty and obligation is precisely the same as Farruggio's, and that non-permitted disclosures of confidential information will cause grave and irrevocable harm to Farruggio. As such in the event it is determined in a Court of competent jurisdiction that Hamburg breached the provisions of this paragraph, Hamburg agrees to remit to Farruggio an amount determined by the Court and reasonable attorneys' fees and costs.

8. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of New Jersey, and before a judge of the Superior Court of New Jersey.

9. The Parties represent that they are fully authorized to execute this Agreement and that all formalities attendant to the execution of this Agreement have been satisfied.

10. The Parties agree that the remedy for any violation of this Agreement shall be an action to enforce this Agreement (whether to compel performance or for damages arising from a

breach of the terms of this Agreement). In the event that any such action to enforce any term of this Agreement is commenced by either Party, the prevailing Party in such action shall be entitled to reimbursement by the losing Party of all reasonable attorneys' fees and other costs. In the event that either or both Parties should move to enforce this Agreement, the Parties agree that, during any litigation to enforce this Agreement, the promises and covenants set forth in Paragraphs 2, 3, 4, 5, 6, 7, 8, 9 and 10 shall continue in full force and effect and shall be enforced. Notwithstanding the provisions above, the Parties agree that a remedy at law for any breach of any of the provisions in Paragraphs 2, 3, 4, 5, 6, 7, 8, 9 and 10 shall be inadequate and thus, HAMBURG shall be entitled to seek injunctive relief without the posting of a bond or any other security to enjoin or restrain Farruggio from any violation or threatened violation of Paragraphs 2, 3, 4, 5, 6, 7, 8, 9 and 10, in addition to any other remedy available.

11. The Parties acknowledge that they have carefully read and fully understand all of the terms of this Agreement, including the general release contained herein, that the Parties have had a reasonable amount of time to consider the terms of this Agreement, and that they enter into this Agreement voluntarily. Except for the statements, representations, warranties and promises contained in this Agreement, none of the Parties or any of their agents, employees, representatives or attorneys have made any statements, representations or promises regarding the facts relied upon by any of them in entering into this Agreement.

12. Farruggio acknowledges that by signing this Agreement, he is agreeing that he will not bring any other claim, suit, complaint, or attempt at negotiating for any other problem, issue, condition, or anything related to the allegations as described above against HAMBURG, and all of its elected and appointed officials and its agents, servants and employees, officers, representatives and agents, and its insurance carrier, that has occurred up to now.

13. Farruggio acknowledges that by signing this Settlement Agreement and General Release, he is agreeing that he will not ever apply for any employment position with HAMBURG, and all of its elected and appointed officials and its agents, servants and employees, officers, representatives and agents, and that his forbearance from doing so is contractual and is in no way discriminatory, retaliatory or involuntary.

14. Upon request, HAMBURG will only provide verification of the dates of Farruggio's employment and his job title for his employment tenure with HAMBURG. The Parties agree and acknowledge that by signing this Agreement Farruggio is authorizing HAMBURG to verify dates of his employment and job title during his employment tenure and may otherwise only say that Farruggio resigned.

15. The Parties agree that if any court declares any portion of this Agreement unenforceable, the remaining portion shall be fully enforceable.

16. Farruggio certifies that no liens exist against the proceeds of the Settlement Payment that are being received by Farruggio, or that if any liens do exist, they will be paid in full, or compromised and released by Farruggio, including without limitation, any child support liens, Workers' Compensation liens, Medicare or Medicaid liens, other medical liens, insurance liens, New Jersey Hospital Care Payment Assistance Program ("Charity Care") liens, Department of Public Welfare ("DPW") liens, attorney liens or any other potential liens arising from or related to the injuries and/or damages sustained in the subject incident, or benefits received by Defendant as a result thereof, have been settled and/or fully satisfied. If a lien exists which is not satisfied as required by this Agreement and a claim is made by anyone to enforce that lien, Farruggio agrees that he will pay that lien in full. This is intended to include all liens, including but not limited to attorney's liens, medical provider liens, Medicare and Medicaid liens, worker's compensation liens, all statutory or common law liens and judgment liens.

Farruggio agrees to indemnify and hold HAMBURG or its insurance carrier harmless in connection with any claims made against HAMBURG and its insurance carrier by reason of liens against the proceeds of the Settlement Payment. In the event a claim is hereafter made against HAMBURG or its insurance carrier by anyone seeking payment of the liens, Farruggio will indemnify HAMBURG and its insurance carrier and hold HAMBURG and its insurance carrier harmless for any money spent in paying any such liens and/or defending against such a claim, including but not limited to attorney's fees of suit and interest.

17. Except as otherwise provided in Paragraphs 1, 7 and 10 hereof, the Parties waive any right each may have to recover counsel fees and costs incurred in connection with this Agreement and the Lawsuit.

18. Child Support Certification. Plaintiff hereby acknowledges and understands his obligation to comply with the legal requirements of N.J.S.A. 2A:17-56.23b, including, but not limited to, the requirement to perform a certified child support judgment lien search and to provide Releasee with said documentation prior to the Releasee's disbursement of the Payment. Plaintiff agrees that he shall direct his attorney to perform the judgment search required by N.J.S.A. 2A:17-56.23b, and deliver a copy of the certification to Releasee's counsel. Plaintiff further understands and acknowledges that, no settlement funds due Plaintiff under this Release shall be released prior to the receipt of the judgment search certification.

19. The foregoing provisions are specifically intended to prevent Defendant from ever having to make any payment(s), other than the payment(s) referenced herein above, to any person(s) or entity(ies) for the injuries and/or damages allegedly sustained by Plaintiff, as a result of the subject incident, or any treatment or benefits received as a result thereof, and to require Plaintiff to provide full indemnity to Defendant.

20. This General Release is intended to be, and shall be construed as, a protection and legal defense for Defendant from and against ever being required to make any payment(s) to Plaintiff and/or to any other person(s) or entity(ies) as a result of the subject incident or this agreement, other than the payment(s) referenced herein above to or on behalf of the Plaintiff provided for in this Release. As further consideration of the Settlement Payment referred to above, Plaintiff hereby covenants, warrants, and agrees that he will not seek anything further, including any other payments, from Defendant, as a result of the subject incident or this agreement. As further consideration for the Settlement Payment referred to above, Plaintiff hereby covenants, warrants, and agrees that he will not prosecute, either directly or indirectly, any action or appeal against Defendant for any claim, demand, action or cause of action for damages arising out of the subject incident (including, without limitation, the subject Lawsuit), whether the claim is developed or undeveloped, resulting or to result, known or unknown, which she ever had, now have, or which his heirs, executors, or administrators hereinafter can, shall or may have, as a result of the subject incident or this agreement.

21. Plaintiff agrees to defend, indemnify and forever save harmless Defendant and its insurance carrier from and against any and all claims, cross-claims, demands, or actions for contribution, indemnity and/or subrogation by any other person(s), party(s) or entity(s), which have been or may be made against Defendant and its insurance carrier on account of, or in any manner resulting from said injuries, losses or damages arising out of or in any way related to the subject incident and/or subject lawsuit.

22. Any dispute about this Agreement that cannot be resolved by agreement shall be decided under the laws of the State of New Jersey, irrespective of any applicable choice of law, or conflicts of law provision.

23. The Parties may execute this Agreement in separate counterparts, all of which taken together shall constitute the Agreement.

24. The Parties agree to execute the Consent Order to Vacate the Judgment, attached hereto as Exhibit A, which was entered in the matter entitled DANIEL R. FARRUGGIO v. THE BOROUGH OF HAMBURG; Docket No.: SSX-L-63-14 contemporaneously with executing this Agreement.

25. As further consideration to Plaintiff, Hamburg has withdrawn the Appeal with prejudice.

26. HAMBURG hereby advises Farruggio to consult with an attorney regarding this Agreement. Farruggio has in fact consulted with an attorney before signing this Agreement, specifically with Louis M. Barbone, Esq., of Jacobs & Barbone, P.A.

27. Plaintiff declares and expressly warrants that he is not a Medicare recipient as of the date of this Release and that no conditional payments have been made by Medicare. Therefore, no Medicare Set Aside Arrangement ("MSA") is being established. In the event any of the above information is false or is in any way incorrect, Plaintiff shall be solely liable for any and all actions, causes of action, penalties, claims, costs, services, compensation or the like resulting from these inaccuracies. Plaintiff further agrees to indemnify, defend and hold harmless Defendant, including all of its elected and appointed officials and its agents, servants and employees, officers, representatives and agents, and its insurance carrier, from and against any action, cause of action, claim, penalty, statutory fine, and attorneys' fees, including, but not limited to, an action to recover or recoup Medicare benefits paid or a loss of Medicare benefits or for any recovery sought by Medicare, including past, present and future payments, benefits, qualified expenses and/or liens, and including any such claims, actions, causes of action, enforcement proceedings, penalties and similar sanctions under the Medicare Secondary Payer

Act ("MSP Act"); 42 U.S.C. § 1395y and its accompanying federal regulations at 42 CFR § 411.1, et seq., including 42 CFR § 411.46 and 42 CFR § 411.47. Plaintiff, further agrees to waive any and all potential future rights, rights of action, causes of action and claims that he may have against Defendant, including all of its elected and appointed officials and its agents, servants and employees, officers, representatives and agents and its insurance carrier, under the requirements, regulations and provisions of the MSP Act and its accompanying regulations.

In this regard, Plaintiff agrees to indemnify and hold harmless the Released Parties, their insurance carriers, their attorneys and all others in privity with them, from any claim by, through and/or under Plaintiff including, but not limited to, any direct claim by Medicare and/or Social Security for reimbursement of any funds paid by them relating to the injuries and claims arising from the accident in question.

It is understood and agreed that the information provided below will be provided to The Centers for Medicare and Medicaid Services pursuant to The Medicare, Medicaid and SCHIP Extension Act of 2007.

Full Name as it appears on your
Social Security Card

Daniel R. Farruggio

(If none, so state)

Address

2235 CROSSING WAY

WAYNE, NJ 07410

Medicare Health Insurance Claim
Number (HICN)

N/A

(If none, so state)

Social Security Number

XXXX9939

Date of Birth

XXXX/86

Gender

MALE

28. Farruggio shall have twenty-one (21) days to consider this Agreement. Farruggio may elect, at his option, to sign this Agreement in a shorter period of time. Farruggio may revoke this Agreement within seven (7) days of signing it. Any revocation must be made by delivering written notice of revocation to Richard J. Clemack, 124 Main Street – P. O. Box 136,

Bloomington, New Jersey 07403, Phone: (973) 838-4500. To be effective, any revocation of this Agreement must be in writing and received no later than the close of business on the 7th day after Farruggio signs this Agreement. This Agreement shall not become effective or enforceable until the expiration of 7 days after Farruggio signs this Agreement. If Farruggio revokes his acceptance of this Agreement, HAMBURG shall not be required to provide any of the consideration, compensation or benefits described herein.

29. Farruggio acknowledges by affixing his initials to each item listed below that he has read and understood each item as set forth:

<u>DF</u>	This Agreement is entered into voluntarily and knowingly and I have the unrestricted legal right and power to enter into this Agreement and perform my obligations hereunder;
<u>DF</u>	I fully understand the terms and conditions of the Settlement;
<u>DF</u>	The execution of this Agreement is not an admission that any wrongful act or conduct has occurred on the part of HAMBURG;
<u>DF</u>	I have received independent legal advice from my attorney regarding the making, execution, delivery and performance and binding effect of this Agreement.

DANIEL R. FARRUGGIO

Daniel R. Farruggio
DANIEL R. FARRUGGIO

Dated: 02/05/2018

THE BOROUGH OF HAMBURG

2-5-18 *Mayor Paul Marino*
ON BEHALF OF THE BOROUGH OF HAMBURG

Dated:

EXHIBIT A

47-8757-00-8

CLAUSEN MILLER, P.C.

By: Hillary A. Fraenkel, Esq.

Attorney I.D. No. 016792000

100 Campus Drive, Suite 112

Florham Park, NJ 07068

☎ 973-410-4158 ☎ 973-410-4169

✉ hfraenkel@clausen.com

ATTORNEYS FOR DEFENDANTS – The Borough of Hamburg

DANIEL R. FARRUGGIO,

Plaintiffs

v.

THE BOROUGH OF HAMBURG

Defendants

SUPERIOR COURT OF NEW JERSEY

LAW DIVISION: SUSSEX COUNTY

DOCKET NO.: SSX-L-53-14

Civil Action

CONSENT ORDER TO VACATE JUDGMENT

THIS MATTER having been brought before the Court by Clausen Miller P.C., counsel for Defendant, The Borough of Hamburg, and upon the Consent of Plaintiff, Daniel R. Farruggio, request an Order to Vacate the Judgment and for good cause shown:

IT IS on this ____ day of _____, 2018

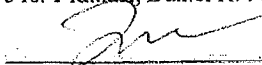
ORDERED as follows:

1. The Defendant's and Plaintiff's Request for the Judgment to be vacated against Defendant, The Borough of Hamburg is **GRANTED** and the Judgment is **VACATED**; and
2. A copy of this Order shall be served on all parties within ____ days of defense counsel's receipt of the order.

J.S.C.

I hereby consent to the form and entry of the within Order:

Louis M. Barbone, Esq.
(NJ Attorney I.D. No. 014891986)
Jacobs & Barbone, P.A.
A Professional Corporation
Attorneys at Law
1125 Pacific Avenue
Atlantic City, New Jersey 08401
Attorneys for Plaintiff, Daniel R. Farruggio

By: 

Louis M. Barbone, Esq.

Dated: 2-5-18

Hillary A. Fraenkel, Esq.
(NJ Attorney I.D. No. 016792000)
CLAUSEN MILLER, P.C.
100 Campus Drive, Suite 112
Florham Park, NJ 07068
Attorneys FOR Defendant, the Borough of Hamburg

By: _____

Hillary A. Fraenkel, Esq.

Dated: _____