

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("AGREEMENT") is entered into by and between CHRISTOPHER STARK ("STARK") and the BOROUGH OF MATAWAN, ("BOROUGH OF MATAWAN") (collectively the "Parties").

RECITALS

This AGREEMENT is made with reference to the following facts:

A. **WHEREAS**, STARK filed a Lawsuit against BOROUGH OF MATAWAN that is currently pending in the Superior Court of New Jersey, Monmouth County, and that is designated as CHRISTOPHER STARK vs. BOROUGH OF MATAWAN Docket No.: MON-L-851-21 (the "Lawsuit");

B. **WHEREAS**, the BOROUGH OF MATAWAN denies the validity of STARK's claims and denies that it is subject to liability;

C. **WHEREAS**, all Parties wish to settle their differences without resort to further litigation; and

WHEREAS, the BOROUGH OF MATAWAN is willing to provide STARK with certain consideration described below, which it is not ordinarily required to do, on condition that STARK releases the BOROUGH OF MATAWAN from any claims STARK has made or might make arising out of his employment with the BOROUGH OF MATAWAN and agrees to comply with the other promises and conditions set forth in this AGREEMENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to be legally bound by the following terms and conditions, which constitute full settlement of any and all disputes between them:

1. **Recitals:** The Parties acknowledge that the "WHEREAS" clauses preceding Paragraph 1 are true and correct, and are incorporated herein as material parts to this AGREEMENT.

2. **Definitions:** Throughout this AGREEMENT, the term "BOROUGH OF MATAWAN" shall include the following:

(A) The Borough of Matawan, as well as any of its departments and, in particular, its police department, police command staff and police officers; and

(B) Any elected official, director, agent, employee, or insurer of an entity encompassed by subparagraph (A).

3. **Settlement terms:** Contingent upon approval by the BOROUGH OF MATAWAN governing body and the Board of the Joint Insurance Fund and execution of this Settlement Agreement and Release, as consideration for signing this AGREEMENT and compliance with

the promises made herein, the BOROUGH OF MATAWAN agrees to compensate STARK as follows within thirty (30) days of the Borough's approval:

(A) ONE MILLION THREE HUNDRED THOUSAND DOLLARS (\$1,300,000.00) shall be made payable to the trust account of Sciarra & Catrambone, LLC as non-wage based damages without tax withholdings, for which a Form 1099-MISC shall be issued to STARK with Box 3 checked for "Other income." This payment represents payment to STARK for attorney's fees and any and all alleged non-economic compensatory damages [REDACTED]

[REDACTED] payable within thirty (30) days of the Borough's approval; and

(B) STARK shall be reinstated on April 16, 2024 to his position as lieutenant in the Matawan Police Department, and shall receive full back pay, and all benefits to which he would have been entitled as a lieutenant in the Matawan Police Department but for his suspension and termination, from the date of his suspension without pay until reinstatement, less appropriate deductions for taxes, pension, and the like, and, subject to all the terms and conditions of this AGREEMENT, will continue to be permitted to work as a police officer on a permanent and full-time basis for the remainder of his employment with the BOROUGH OF MATAWAN.

The BOROUGH OF MATAWAN shall provide the consideration identified in this paragraph 3 after receiving all of the following items: (1) an original of this AGREEMENT appropriately signed and dated by STARK; (2) a Stipulation of Dismissal with Prejudice executed by STARK or attorney for STARK in the Lawsuit (which will not be filed until STARK's counsel confirms the settlement checks have cleared); (3) fully executed tax forms for all individuals/entities receiving checks; and (4) a completed Child Support Judgment Search for STARK.

4. Stark's Reciprocal Obligations: STARK recognizes, understands and agrees that he would not receive the monies and/or benefits specified in Paragraph 3, above, but for his execution of this AGREEMENT and the fulfillment of the promises contained herein. STARK further recognizes, understands and agrees that his continued employment is contingent upon his adherence to the employment terms and conditions incumbent upon all police officers, generally, and upon BOROUGH OF MATAWAN police officers in particular, which include, but are not limited to, successful completion of Police Training Commission required training, including attendance at the Police Academy if required, and Attorney General required training and qualifications.

5. General Release of Claims: Subject to the rights enumerated in Paragraph 6, below, in exchange for, and in consideration of, the payments, benefits, and other commitments described above, STARK, for himself and for each of his heirs, executors, administrators, and assigns, hereby fully releases, acquits, and forever discharges the BOROUGH OF MATAWAN and each of its predecessors, successors and assigns, employees, attorneys and agents, past and present, of each of the aforesaid entities ("Related Persons") of and from any and all claims, liabilities, causes of action, damages, costs, attorneys' fees, expenses, and compensation whatsoever, of whatever kind or nature, in law, equity or otherwise, whether known or unknown, vested or contingent, suspected or unsuspected, that STARK may now have, has ever had, or hereafter may have relating directly or indirectly to the allegations in the Lawsuit, including, but not limited to, claims for wages, which, as set forth in Paragraph 3 of this AGREEMENT, will be fully paid to STARK

pursuant to this AGREEMENT; back pay; front pay; reinstatement; damages; or benefits. STARK also releases any and all claims he may have that arose prior to the date of this AGREEMENT, and hereby specifically waives and releases all claims, including, but not limited to, those arising under Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991; the Equal Pay Act; the Americans With Disabilities Act of 1990; the Rehabilitation Act of 1973, as amended; the Age Discrimination in Employment Act, as amended (ADEA); Sections 1981 through 1988 of Title 42 of the United States Code, as amended; the Immigration Reform and Control Act, as amended; the Workers Adjustment and Retraining Notification Act, as amended; the Occupational Safety and Health Act, as amended; the Sarbanes-Oxley Act of 2002; the Consolidated Omnibus Budget Reconciliation Act (COBRA); the Employee Retirement Income Security Act of 1974, as amended (ERISA); the National Labor Relations Act (NLRA); the Conscientious Employee Protection Act and New Jersey Law Against Discrimination; and any and all state or local statutes, ordinances, or regulations, as well as all claims arising under federal, state, or local law involving any tort, employment contract (express or implied), public policy, wrongful discharge, or any other claim, including but not limited to fraudulent concealment of evidence. Counsel for STARK affirmatively represents that he will undertake the required search in accordance with N.J. Stat. Ann. §2A:17-56.23b. STARK agrees to indemnify, defend and hold harmless the BOROUGH OF MATAWAN from any and all claims by any person concerning child support obligations of STARK that were not satisfied from the proceeds pursuant to this Agreement. Nothing in this AGREEMENT is intended to waive claims (i) for unemployment or workers' compensation benefits, (ii) for vested rights under ERISA-covered employee benefit plans as applicable on the date STARK signs this AGREEMENT, or (iii) which cannot be released by private agreement.

6. Right to Engage in Protected Activity: Nothing in this AGREEMENT including but not limited to the General Release of Claims, Confidentiality, Non-Disparagement, Conditions paragraphs, or any other paragraphs whether referencing this paragraph or not, prevents STARK from filing a charge or complaint with, from participating in an investigation or proceeding conducted by, providing information to, or otherwise assisting the EEOC, NLRB, SEC, or any other federal, state or local agency charged with the enforcement of any laws, or from exercising rights under Section 7 of the NLRA to engage in Joint activity with other employees, although, by signing this AGREEMENT, STARK is releasing rights to individual relief (including front pay, back pay, reinstatement or other legal or equitable relief) based on claims asserted in such a charge or complaint or other proceeding brought by STARK or on his behalf by any third party, except for any right STARK may have to receive a payment from a government agency (and not the BOROUGH OF MATAWAN) for information provided to the government agency or otherwise prohibited.

7. Tax Liability: STARK understands that the BOROUGH OF MATAWAN shall issue an IRS Form 1099 for those portions of the payment specified in Paragraph 3 of this AGREEMENT that are not subject to withholding. In paying the amount specified in Paragraph 3, the BOROUGH OF MATAWAN makes no representation regarding the tax consequences or liability arising from said payment. STARK understands and agrees that any and all tax liability that may be due or become due because of the payment referenced above is his sole responsibility, and that he will pay any such taxes that may be due or become due. The BOROUGH OF MATAWAN has no monetary liability or obligation regarding payment whatsoever (other than delivering a valid check in the sum referenced in paragraph 3 of this AGREEMENT to STARK and his counsel). STARK agrees to bear all tax consequences, if any, attendant upon the payment to his of the above-

recited sums. STARK further agrees to hold the BOROUGH OF MATAWAN harmless from and against any tax or tax withholdings claims, amounts, interest, penalties, fines or assessments brought or sought by any taxing authority or governmental agency with regard to the above recited sums. In the event the BOROUGH OF MATAWAN receives written notice that any claim or assessments for taxes, withholding obligations, penalties and/or interest arising out of this settlement are being or will be made against the BOROUGH OF MATAWAN, BOROUGH OF MATAWAN shall promptly, after receipt of such written notice, notify STARK by letter sent to counsel for STARK.

8. Affirmations: STARK represents and affirms that he has been paid and/or received all leave (paid or unpaid), compensation, wages, bonuses, commissions, and/or benefits to which he may be entitled and that no other leave (paid or unpaid); compensation, wages, bonuses, commissions, and/or benefits are due him, except as provided for in this AGREEMENT. STARK reported all work-related injuries suffered during employment and any and all concerns regarding suspected ethical and compliance issues or violations on the part of the BOROUGH OF MATAWAN or any released person or entity.

9. Medicare: This settlement is based on a good faith determination of the Parties to resolve a disputed claim. The Parties have attempted to resolve this matter in compliance with both state and federal law. It is believed that the settlement terms adequately consider and protect Medicare's interest and do not reflect any attempt to shift responsibility for medical treatment to Medicare in contravention of the Medicare Secondary Payor Act, 42 U.S.C. Sec. 1395y(b). STARK represents that prior to the execution of this Agreement he has, through counsel, provided the BOROUGH OF MATAWAN, through its counsel, with a certification and child support judgment search compliant with N.J.S.A. 2A:17-56.23b and agrees that the settlement proceeds described in paragraph 3 shall be paid in accordance with N.J.S.A. 2A:17-56.23b and/or other applicable law.

10. No Assignment: The Parties represent and warrant that no person other than the signatories hereto had or has any interest in the matters referred to in this AGREEMENT, that the Parties have the sole right and exclusive authority to execute this AGREEMENT, and that the Parties have not sold, assigned, transferred, conveyed, or otherwise disposed of any claim, demand or legal right that is the subject of this AGREEMENT.

11. Confidentiality: To the extent permitted by law, STARK and the BOROUGH OF MATAWAN agree to keep the terms of this AGREEMENT confidential. Pursuant to N.J.S.A. 10:5-12.8 the parties provide each other with the following notice: **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.**

12. Non-Disparagement: STARK and the BOROUGH OF MATAWAN agree that they will not provide information, issue statements, or take any action, directly or indirectly, that would cause each other embarrassment or humiliation or otherwise cause or contribute to each being held in disrepute, except that nothing, herein shall prevent STARK or the BOROUGH OF MATAWAN from providing truthful information and testimony (a) to government authorities; (b) in any legal proceedings; or (c) as required by law. In response to any inquiry from a potential employer of STARK, the BOROUGH OF MATAWAN agrees to verify STARK's employment by providing his dates of employment and job titles.

13. Governing Law and Jurisdiction: This AGREEMENT shall be governed and conformed in accordance with the laws of New Jersey. In the event STARK or the BOROUGH OF MATAWAN breaches any provision of this AGREEMENT, STARK and the BOROUGH OF MATAWAN affirm that either may institute an action to specifically enforce any term or terms of this AGREEMENT.

14. Conditions: Subject to the rights enumerated in Paragraph 6, and with the additional agreement of the Parties that this paragraph shall not apply to any claim related to the knowing and voluntary nature of this AGREEMENT under the ADEA and Older Workers Benefit Protection Act (OWBPA), should STARK or the BOROUGH OF MATAWAN ever breach any provision or obligation under this AGREEMENT, the breaching party explicitly agrees to pay all damages (including, but not limited to, litigation and/or defense costs, expenses, and reasonable attorneys' fees) incurred by the non-breaching party as a result of the breach. Nothing in this paragraph shall, or is intended to, limit or restrict any other rights or remedies the any party may have by virtue of this AGREEMENT or otherwise.

15. No Admission of Liability: The parties agree that neither this AGREEMENT nor the furnishing of the consideration for this AGREEMENT shall be deemed or construed at any time for any purpose as an admission by the BOROUGH OF MATAWAN of any liability or unlawful conduct of any kind.

16. Headings: The headings of the provisions herein are intended for convenient reference only, and the same shall not be, nor be deemed to be, interpretative of the contents of such provision.

17. Modification of Agreement: This AGREEMENT may not be amended, revoked, changed, or modified in any way, except in writing executed by all Parties. STARK agrees not to make any claim at any time or place that this AGREEMENT has been verbally modified in any respect whatsoever. No waiver of any provision of this AGREEMENT will be valid unless it is in writing and signed by the party against whom such waiver is charged. The parties acknowledge that only an authorized representative of the BOROUGH OF MATAWAN has the authority to modify this AGREEMENT on behalf of the BOROUGH OF MATAWAN.

18. Interpretation: The language of all parts of this AGREEMENT shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. This AGREEMENT has been negotiated by and between attorneys for the Parties and shall not be construed against the "drafter" of the AGREEMENT.

19. Severability: If any portion or provision of this AGREEMENT (including, without implication of limitation, any portion or provision of any section of this AGREEMENT) is determined to be illegal, invalid, or unenforceable by any court of competent jurisdiction and cannot be modified to be legal, valid, or enforceable, the remainder of this AGREEMENT shall not be affected by such determination and shall be valid and enforceable to the fullest extent permitted by law, and said illegal, invalid, or unenforceable portion or provision shall be deemed not to be a part of this AGREEMENT.

20. Binding Nature of Agreement: This AGREEMENT shall be binding upon each of the Parties and upon their respective heirs, administrators, representatives, executors, successors,

and assigns, and shall inure to the benefit of each party and to their respective heirs, administrators, representatives, executors, successors, and assigns.

21. Entire Agreement: This AGREEMENT sets forth the entire AGREEMENT between the parties hereto, and fully supersedes any prior obligation of the BOROUGH OF MATAWAN to STARK.

22. Notice Requirements: Each notice ("Notice") provided for under this AGREEMENT, must comply with the requirements as set forth in this paragraph. Each Notice shall be in writing and sent by facsimile or depositing it with a nationally recognized overnight courier service that obtains receipts (such as Federal Express or UPS Next Day Air), addressed to the appropriate party (and marked to a particular individual's attention, if so indicated) as hereinafter provided. Each Notice shall be effective upon being so telecopied or deposited, but the time period in which a response to any notice must be given or any action taken with respect thereto shall commence to run from the date of receipt of the Notice by the addressee thereof, as evidenced by the return receipt. Rejection or other refusal by the addressee to accept or the inability to deliver because of a changed address of which no Notice was given shall be deemed to be the receipt of the Notice sent. Any party shall have the right from time to time to change the address or individual's attention to which notices to it shall be sent by giving to the other party at least ten (10) days prior Notice thereof. The Parties' addresses for providing Notices hereunder shall be as follows:

Borough of Matawan

Richard A. Gantner, Esq.
CLEARY GIACOBBE ALFIERI JACOBS LLC
50 Division, Suite 501
Somerville, New Jersey 08876
Telephone: (732) 583-7474
Facsimile: (732) 644-7601

Christopher Stark

Charles J. Sciarra, Esq.
Sciarra & Catrambone, LLC
1130 Clifton Ave.
Clifton, NJ 07013
Telephone: (973) 242-2442
Facsimile (973) 242-3118

23. Selective Enforcement: The Parties agree that the failure of any party to enforce or exercise any right, condition, term, or provision of this AGREEMENT shall not be construed as or deemed a relinquishment or waiver thereof, and the same shall continue in full force and effect.

24. Release of Age Discrimination in Employment Act Claims. By signing this AGREEMENT, STARK waives any claims he has or might have against the BOROUGH OF

MATAWAN under the Age Discrimination in Employment Act ("ADEA") that accrued prior to the date of STARK's execution of the AGREEMENT.

25. Revocation Period. STARK shall have seven (7) calendar days from the date he signs this AGREEMENT to revoke the AGREEMENT by notifying the BOROUGH OF MATAWAN in writing prior to the expiration of the seven (7) calendar day period. The written revocation must be personally delivered to the BOROUGH OF MATAWAN in the manner proscribed by paragraph 23 above, and must be postmarked within seven (7) calendar days of STARK's execution of this AGREEMENT. This AGREEMENT shall not become effective or enforceable until the revocation period has expired. If the last day of the revocation period is a Saturday, Sunday, or legal holiday, then the revocation period shall not expire until the next following day that is not a Saturday, Sunday, or legal holiday.

THE UNDERSIGNED FURTHER STATES THAT HE HAS CAREFULLY READ THE FOREGOING AGREEMENT AND KNOWS THE CONTENTS THEREOF AND SIGNS THE SAME AS HIS OWN FREE ACT.

CHRISTOPHER STARK

By: _____

Date: 4/2/24

THE UNDERSIGNED FURTHER STATES THAT HE/SHE HAS CAREFULLY READ THE FOREGOING AGREEMENT AND KNOWS THE CONTENTS THEREOF AND SIGNS THE SAME AS HIS/HER OWN FREE ACT.

BOROUGH OF MATAWAN

By: _____

Date: 4/9/24