

AGREEMENT, GENERAL RELEASE, FORFEITURE AND WAIVER AGREEMENT

PARTIES

THIS AGREEMENT, GENERAL RELEASE, FORFEITURE AND WAIVER AGREEMENT (hereinafter referred to as "Agreement") made this _____ day of _____, 2025, by and among the Township of Piscataway (hereinafter "Township," "Piscataway" or "Defendant" or "Releasee(s)"), and Michael Paiano (collectively "Plaintiff," "Releasor" or "Paiano"), hereinafter collectively "the Parties."

WITNESSETH

WHEREAS, Michael Paiano, a current employee of the Township of Piscataway, commenced a lawsuit in the Superior Court of New Jersey, Middlesex County, against the Defendant, captioned Michael Paiano v. Township of Piscataway and Chief Thomas Mosier, Docket Number MID-L-2039-22 (the "Lawsuit"); and

WHEREAS, this matter was dismissed on Summary Judgment by Order of the Honorable Alberto Rivas, J.S.C., dated January 24, 2025; and

WHEREAS, in the dismissed lawsuit, Plaintiff has made various allegations against the above-named Defendant arising out of Michael Paiano's employment with the Township and the Township, having denied such allegations made by Plaintiff, enters into this Agreement at the recommendation of its insurer and for reasons other than the merits of the Plaintiff's claims, including but not limited to avoiding additional costs of appeal and the uncertainty of the outcome of any such appeal; and

WHEREAS, named Defendant Thomas Mosier independent hereof, and not as consideration for this Agreement, has been dismissed from this suit on Summary Judgment as referenced above, with prejudice, prior to this Agreement; and

WHEREAS, the Parties have agreed to settle all appealable claims of any nature, including but not limited to those asserted in the Lawsuit, and desire and intend to memorialize such by entering into and executing this Agreement, General Release, Forfeiture and Waiver Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the Parties agree as follows:

1. Forfeiture of Appellate Rights and Waiver of Claims. The Plaintiff acknowledges that by Order of the Honorable Alberto Rivas, J.S.C. dated January 24, 2025, the subject lawsuit was dismissed as to all Defendants on Summary Judgment. Plaintiff shall forfeit, give up and waive in their entirety, any and all appellate rights he may have in connection with the Civil Action in the Michael Paiano v. Township of Piscataway and Chief Thomas Mosier, Docket Number MID-L-2039-22.

2. Release and Discharge. This Agreement shall constitute a full and final release and discharge (the "Release") of any and all claims, rights or causes of action, appellate or otherwise, whether known or unknown, Plaintiff may have against Piscataway, including but not limited to any department or agent of Piscataway, any past or present elected officials, officer or employee of Piscataway, any of Piscataway's agents, servants, individually or in his joint official capacity, and counsel and shall further release any and all claims, rights or causes of action, whether known or unknown, Paiano may have against any of Piscataway's insurers and his parent, subsidiaries, agents, servants, or representatives (individually and collectively the

“Releasees”). The Release shall apply to any and all claims, rights, demands, causes of action, obligations, injury, damages, expenses, compensation, or action of any kind, nature, character or description that each Plaintiff had or could have raised against Releasees, including those each Plaintiff may not be aware of and those not mentioned in this Agreement including, but not limited to, any and all claims arising from or relating in any way to Michael Paiano’s employment with Piscataway, and/or participation in and/or the termination thereof, any employee benefits, compensation or other terms of employment, arising from or relating in any way to the claims that were or could have brought in the matter having been dismissed in the Superior Court of New Jersey, Law Division, entitled Michael Paiano v. Township of Piscataway, et al., under Docket No. L-2039-22. Plaintiff understands that by signing this Agreement, he waives, relinquishes and forever discharges from any and all claims, rights, entitlement to any other legal or equitable relief, including any rights to discovery, and rights of appeal, which were made or could have been made, which are known or unknown, from the Township, up to any including the date of the final execution of this Agreement”. The Release includes, but is not limited to, any claim, demand, cause of action, appellate rights, obligation, damage, complaint, expense, compensation, or action of any kind, nature, character, or description, whatsoever, arising out of or under any Federal, State, or municipal statute, ordinance or other law (whether common law, decisional law, or statute), rule, regulation, contract, collective bargaining agreement, executive order, or policy, including but not limited to any claim for attorneys’ fees and costs; any claim in tort, such as failure to promote, retaliatory failure to hire, failure to accommodate, constructive discharge, violation of public policy, for personal injury or bodily injury, pain and suffering, emotional distress, defamation, slander, libel or false imprisonment; in contract, whether express or implied; under any Piscataway policy,

procedure or benefit plan; for attorney's fees, back pay or front pay or unpaid wages of any kind; and under any federal, state or local law or ordinance, including, but not limited to, the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 621 et seq. ("ADEA"); Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et seq. ("Title VII"); the Reconstruction Era Civil Rights Act, as amended, 42 U.S.C. 1981 et seq. ("Civil Rights Act"); the Civil Rights Act of 1991, as amended 42 U.S.C. 1981 et seq. ("CRA of 1991"); the Older Workers Benefit Protection Act, 29 U.S.C. 621-634, ("OWBPA"); the Americans With Disabilities Act, 42 U.S. Code §§ 12101 -12213, ("ADA"); Employee Retirement Security Act of 1974, 29 U.S. Code Chapter 18 ("ERISA"); the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq. ("LAD"); the New Jersey Family Leave Act, N.J.S.A. 34:11B-1 et seq. ("FLA"); the federal Family Medical Leave Act, 29 U.S.C. sec. 2601; 29 CFR 825 ("FMLA"); the New Jersey Conscientious Employee Protection Act, N.J.S.A. 34:19-1 et seq. ("CEPA"); the Pregnancy Discrimination Act, Workers' Adjustment and Retraining Notification Act 29 U.S.C. 2101 et seq. ("WARN"); the Smoking Rights Law N.J.S.A. 34:6B-1 et seq. ("SRL"); the New Jersey Civil Rights Act, N.J.S.A. 10:6-1 et seq. ("NJCRA"), New Jersey Wage and Hour Law; N.J.S.A. 34:11-56a, et. seq. ("NJWHL") and New Jersey Equal Pay Act, N.J.S.A. 34:11-56-1 et seq. ("NJEPA"); and for harassment, discrimination and retaliation of any kind, or any other possible cause of action arising under any and all other federal, state or local statutes, laws, legal decision, rules and regulations pertaining to employment, as of and prior to the date hereof, as well as any and all claims under state and federal law; as of and prior to the date hereof; and any other Federal, State or local laws, regulations or ordinances, contract, collective bargaining agreement; and any other duty or obligation of any kind or description or for attorneys' fees or costs ("Claims").

3. Lump Sum Payment and Terms.

A. Lump Sum Payment: Within thirty (30) days of: (a) delivery and receipt from the Plaintiff of a clear child support and judgment search, (b) delivery and receipt from the Plaintiff and Plaintiff's counsel of a confidential destruction certification and (c) execution by the Plaintiff of CMS Medicare Benefit certification, Paiano, shall be paid the sum of One Hundred Seventy-Five Thousand Dollars (\$175,000.00) by the Township's insurance carrier, in satisfaction of all Claims, legal fees and costs of suit associated with the Lawsuit and forfeiture and waiver of all appellate rights and claims and there shall be no other payment as a result of the forfeiture and waiver of all appellate rights and claims nor for the Release. The payment shall be delivered to Plaintiff's attorney and made payable to the attorney trust account of The Law Offices of Theodore Campbell, the Plaintiff's attorney of record, and shall be conditioned upon receipt of Federal Tax Form W-9 from said payee, together with the documents referenced to in Paragraphs 3A above. A 1099 reporting form will be issued to the Plaintiff's attorney's law firm trust account for the amount paid hereunder.

B. By executing this Agreement, Plaintiff certifies that he has complied with the requirements of N.J.S.A. 2A:17-56.23b. Plaintiff understands and agrees that the amount referenced in Paragraph 3A, will not be released until such time as his attorney provides Counsel for Defendant, Township of Piscataway, with a certified copy of a child support judgment search for

the Plaintiff, performed by a private judgment search company, reflecting that Plaintiff is not a child support judgment debtor. A copy of the Charles Jones Report shall be attached hereto by Plaintiff's counsel as **Exhibit A**.

C. It is specifically understood and agreed that the amount paid under this Agreement, General Release, Forfeiture and Waiver Agreement includes all attorneys' fees, expert fees and costs to which Plaintiff and/or his attorney(s) may have been entitled and the payment referred herein is specifically intended to be inclusive of all attorneys' fees, expert fees and costs. Plaintiff understands that by executing this Agreement, General Release, Forfeiture and Waiver Agreement, he releases and waives any claim and/or right to attorneys' fees, expert fees and costs in connection with the prosecution of the lawsuit. Neither Plaintiff, nor Theodore Campbell, or any other attorney or Law Firm acting on behalf of Plaintiff during the prosecution of said action shall make application for additional monies in addition to the amount set forth in Paragraph 3A, includes attorney's fees, expert fees and costs incurred for the prosecution of the claims set forth in the lawsuit. It is also understood that Plaintiff shall not be deemed a "prevailing party" for any purpose.

4. Warranty of Capacity to Execute Agreement. The Plaintiff represents and warrants that no other person or entity has any interest in the Claims, or in any other demands, obligations, or causes of action referred to in this Agreement, and that he has the sole right and exclusive authority to execute this Agreement and receive the benefits specified. The Plaintiff further represents that he has not sold, assigned, transferred, conveyed or otherwise disposed of

any of the Claims, or any other demands, obligations or causes of action referred to in this Agreement.

5. No Admission of Liability. It is agreed, that Piscataway, together with its present and past officials, departments, employees, representatives, servants, and agents, are not admitting to any liability or wrongdoing in any fashion.

It is expressly understood that neither the execution of this Agreement nor any other action taken by the Defendant in connection with Plaintiff's alleged claims or the payment made herein, constitutes an admission by the Defendant of any violation of any law, duty or obligation, or that any decisions or actions taken in connection with Plaintiff were unwarranted, unjustified, retaliatory, discriminatory, wrongful or otherwise unlawful. It is further understood that the Defendant has entered into this Agreement post judicial dismissal of Plaintiff's Complaint and prior to appeal at the urging of Defendant's insurer for reasons other than the merits of Plaintiff's claims including to avoid the costs of appeal and that the Defendant specifically denies any liability to Plaintiff or to any other person.

6. Tax Implication. Defendant makes no representation as to the tax consequences or liability arising from any payment made under this Agreement. The Plaintiff understands that any tax consequences and/or liability arising from payment to them in accordance with this Agreement shall be his sole responsibility and obligation and neither Piscataway nor its insurers nor his agents, servants or representatives (past or present) shall be held liable for any payment of any taxes on the Plaintiff's behalf. The Plaintiff agrees that he will pay any and all income tax that may be determined to be due in connection with the payment described above. Since the Plaintiff agrees that he is solely responsible for the payment of taxes on any payment received under this Agreement, should the Internal Revenue Service, any State or any other taxing agency

or tribunal require Piscataway or its insurers to pay any taxes, fines, penalties, interest or any other cost related to taxes on behalf of the Plaintiff with regard to the payment received under this Agreement, the Plaintiff agrees to indemnify, hold harmless or reimburse Piscataway and its insurers and each of its agents, servants or representatives for any taxes he is required to pay.

7. Liens - Indemnity and Hold Harmless. Plaintiff agrees and represents that any and all Medicare, Social Security, hospital, medical insurance coverage subrogation claims and/or any and all other type of liens or interest that is and/or could be claimed by any person and/or entity, will be fully paid, satisfied and released from the proceeds paid herein, or that the proceeds will be held in trust, unless and until such time as said liens and/or claims have been fully paid, satisfied or released.

In this regard, Plaintiff agrees to indemnify and hold harmless the Township, any and all of its insurance carriers, 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 in any way relating to the alleged injuries and claims set forth in the Complaint, as amended.

Plaintiff further agrees to hold harmless and indemnify Defendant from any cause of action, including, but not limited to, an action to recover or recoup welfare or related benefits which are applicable to, or are sought to be applied to, any aspect of this Agreement.

A. The Plaintiff hereby certifies that no liens exist against the proceeds of this Agreement, and that if any liens do exist, they will be paid in full, compromised or satisfied and released by the Plaintiff prior to receiving payment. If a lien exists which is not satisfied as required by this Agreement, and a claim is made by anyone to enforce that lien, each Plaintiff agrees that he will pay that lien in full.

This representation is intended to include all liens, including, but not limited to, attorneys' liens, medical provider liens, Medicare and Medicaid liens, workers' compensation liens, all statutory or common law liens, and judgment liens. The Plaintiff agrees to indemnify and hold Piscataway and its insurers and each of its agents, servants, representatives, harmless in connection with any claim made by reason of liens against or tax obligations associated with the payment made herein. If a claim is hereafter made against Piscataway or its insurers or each of its agents, servants, representatives, by anyone seeking payment of the liens, each Plaintiff will indemnify and hold Piscataway and its insurers and each of his agents, servants, representatives, harmless for any such liens and/or defending against such a claim, including, but not limited to, attorneys' fees, costs of suit, and interest.

B. The Plaintiff hereby understands and acknowledges that the Medicare, Medicaid and SCHIP Extension Act of 2007 (the "Extension Act") requires the reporting to designated representatives of Medicare any payment in which all future claims are released and the injured party is either a current Medicare beneficiary or has the potential to be eligible for Medicare benefits within **thirty months** of the Agreement. In further consideration of this Agreement herein, Plaintiff warrants and represents to the Township of Piscataway, its officers, officials, insurers, and his attorney(s) the following:

- i. Medicare has made NO CONDITIONAL PAYMENTS for any medical expense or prescription expense on our behalf related to the Occurrence.
- ii. He is not, nor has he ever been Medicare beneficiaries.
- iii. He is not currently receiving Social Security Disability Benefits.

- iv. He has not been denied, nor has he appealed from a denial of Social Security Disability Benefits.
- v. He does not expect to be eligible for Medicare benefits within the next 30 months.
- vi. He is not in End Stage Renal failure.
- vii. No liens, including but not limited to liens for medical treatment by hospitals, physicians, or medical providers of any kind, have been filed for the treatment of injuries sustained in the Occurrence.

8. Mutual Non-Disparagement. To the extent permissible by law, Plaintiff, the current governing body of the Township of Piscataway and the Township Police Department's current Deputy Police Chief agree and covenant that they shall not make any disparaging statement (oral or written), whether direct or implied, about one another or any person or entity with respect to the Lawsuit or forfeiture of any appellate rights, the negotiation of the Agreement, Plaintiff's claims and allegations asserted in the Lawsuit, or any related matter or event preceding the Lawsuit.

9. Confidentiality. The Plaintiff agrees that:

- A. To the extent permissible or otherwise required by law, the terms of this Agreement are confidential.
- B. Plaintiff agrees that he will not voluntarily assist in any claim or litigation which may be pending or filed in the future against the Defendant concerning any incident which has occurred prior to the date of the signing of this Agreement. The Parties hereto acknowledge that Plaintiff may be compelled to testify in litigation by court order or service of process of valid subpoena.
- C. The facts, amounts, circumstances and documents underlying this resolution shall not be admissible in any litigation or proceeding in any

forum for any purpose other than to secure enforcement of the terms and conditions of this Agreement.

D. The Plaintiff agrees that he shall not disclose to any third party (other than tax advisors, retained counsel and immediate family) ("Representatives") any details regarding the facts surrounding the allegations and denials of allegations in this matter, negotiations of this the payment made herein of the terms of this Agreement, and that any such third party to whom disclosure is permitted shall likewise be bound to non-disclosure. The Plaintiff nor his Representatives shall communicate with the media, members of the media or any other non-party regarding this litigation or the fact that a payment has been received. In response to any inquiries by third Parties, the Plaintiff and his Representatives may not state anything more than "the matter has been resolved." The Plaintiff represents that he has not violated this provision as of the date of execution of this Agreement.

E. It is understood and agreed that all confidential documents, produced by the Defendant in discovery, whether pursuant to the Protective Order of the Court or by the Defendant voluntarily, whether digital/electronic or in paper form, shall be deleted or destroyed, with a certification of destruction, attached hereto as **Exhibit B**, from Plaintiff's counsel to that effect, without copies being made or retained by Plaintiff's counsel, Plaintiff's experts, Plaintiff or any other persons or entities that have received these documents as a result of this litigation. **Exhibit B** shall be

forwarded to counsel for Defendant, Township of Piscataway, contemporaneously with the delivery of the executed Release and Waiver Agreement.

F. Notwithstanding the above, it is recognized that the Township of Piscataway may be required to duly adopt a resolution to approve of the material terms of this Agreement, and that such action shall not eliminate or alter the terms and conditions of subsections A-E above.

10. Enforcement of Agreement. The Plaintiff agrees and covenants, as a condition of Defendant's performance of its obligations under this Agreement, that any violation of the nondisclosure obligations set forth in this Agreement, including, but not limited to, disclosure by counsel, tax advisors or family members, may cause irreparable harm to Defendant which shall entitle it to seek monetary damages, and whatever other remedies are available to them, including, but not limited to injunctive relief and return of the proceeds paid hereunder and for breach of the nondisclosure obligations set forth herein.

11. Other Actions or Claims. The Plaintiff represents that he has not personally filed any actions or claims against any Defendant other than the Complaint referred to in Paragraph 2 hereof. Plaintiff further covenants and promises that he will not hereafter file or cause to be filed on his behalf any charge, complaint, appeal, legal or administrative action of any nature before any court or administrative agency to assert any claim against Defendant, for anything that has occurred up to and including the date that this Agreement is executed.

12. Indemnification. In the event Plaintiff recovers any monies from any person who thereafter seeks indemnification from Piscataway, its agents, servants, representatives, or its insurers, arising from claims identical herein, the Plaintiff shall indemnify and hold Piscataway

and its insurers and each of his agents, servants, representatives, harmless for defending against these claims, including, but not limited to, attorneys' fees, and costs of suit, judgment or settlement.

13. Modification. This Agreement may not be modified except by an agreement in writing executed by the Parties hereto.

14. Governing Law. This Agreement shall be governed in all respects, including validity, interpretation, and effect by the laws of the State of New Jersey without giving effect to the conflicts of laws principle thereof.

15. Representation of Comprehension of Document. In executing this Agreement, the Plaintiff represents that he has relied upon the legal advice of his attorney, who is the attorney of his own choice, that he has had the full opportunity to review this Agreement with his attorney, and that the terms of this Agreement have been completely read and explained by his attorney, and that those terms are fully understood and voluntarily accepted.

16. Entire Agreement; Contingencies. This Agreement contains the entire agreement between Plaintiff and the Defendant concerning the matters set forth in this document, and shall be binding upon and inure to the benefit of the parent entity, executors, administrators, personal representatives, heirs, successors and assigns of each; provided, however, this Agreement is expressly conditioned upon the authorization or ratification by the governing body of the Township of Piscataway in the form of a duly adopted resolution.

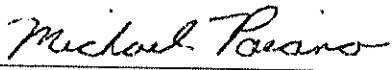
17. Revocation. The Plaintiff may revoke this Agreement within seven (7) days after the date this Agreement is signed by him. This revocation must take the form of written notice by such Plaintiff that he intends to revoke this Agreement. This revocation must be provided directly to the Township of Piscataway, c/o Mitchell B. Jacobs, Esq., Cleary Giacobbe Alfieri

Jacobs, LLC, 955 State Route 34, Matawan, New Jersey 07747. Plaintiff may not waive this seven (7) day revocation period.

18. Date of Agreement. This Agreement shall be dated as of the date it is last signed by any of the Parties to the Agreement, which date shall be incorporated on the face page.

19. Representation by Plaintiff. PLAINTIFF, MICHAEL PAIANO, REPRESENTS THAT HE HEREBY SIGNS THIS AGREEMENT IN ORDER TO AGREE TO FORFEIT AND WAIVE ALL APPELLATE RIGHTS THAT HE MAY HAVE, AS SET FORTH IN THIS AGREEMENT, IT BEING HIS INTENTION TO RELEASE AND DISCHARGE ANY AND ALL CLAIMS HE MAY HAVE IN AND TO THE MATTERS IN DISPUTE WHICH ARE REFERENCED IN THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO ALL APPELLATE RIGHTS.

20. Reasonable Period of Time. Plaintiff agrees that he have been given a reasonable period of time of at least twenty-one (21) days within which to review and consider this Agreement prior to executing this Agreement, but that he MAY WAIVE THIS TWENTY-ONE (21) DAY PERIOD BY SIGNING IN THE SPACE PROVIDED HERE:


MICHAEL PAIANO

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement as of
the date first written above.

Michael Paiano
MICHAEL PAIANO
Dated: 06/04/2025, 2025

Theodore Campbell
Witness THEODORE CAMPBELL
Dated: 06/04/2025, 2025

THE TOWNSHIP OF PISCATAWAY

By: Karl Waler
Dated: July 8, 2025

Melissa Abada
Witness
Dated: July 8, 2025

EXHIBIT

A



* * * CHILD SUPPORT JUDGMENT SEARCH * * *
NEW JERSEY SUPERIOR COURT

828-4393-73

RE: PAIANO

CERTIFIED TO:

THEODORE CAMPBELL ESQ
1050 GEORGE ST STE 2-K
NEW BRUNSWICK NJ 08901

CHARLES JONES LLC HEREBY CERTIFIES THAT IT HAS SEARCHED THE INDEX OF
THE CIVIL JUDGMENT AND ORDER DOCKET OF THE SUPERIOR COURT OF NEW JERSEY
AND DOES NOT FIND REMAINING UNSATISFIED OF RECORD THEREIN A JUDGMENT
FOR CHILD SUPPORT PURSUANT TO N.J.S.A. 2A:17-56.23(B) EXCEPT AS SET
FORTH BELOW AGAINST:

MICHAEL PAIANO
SSN: XXX-XX-8379
*** Name is CLEAR ***

FROM TO
09-01-1992 05-23-2025

DATED 05-23-2025
TIME 08:45 AM

SERVICE FEE:\$ 10.00
CONV FEE: \$ 5.00
TAX: \$ 0.00
TOTAL: \$ 15.00
CJ25-154-02956 154 0824154 01

CHARLES JONES LLC
P.O. BOX 8488
TRENTON, NJ 08650

EXHIBIT

B

CLEARY GIACOBBE ALFIERI JACOBS, LLC

Mitchell B. Jacobs, Esq. (Attorney ID No.: 13401987)

955 State Route 34, Suite 200

Matawan, New Jersey 07747

Tel.: (732) 583-7474

Fax: (732) 566-7687

Email: mjacobs@cgajlaw.com

*Attorneys for Defendants, Township of Piscataway, the Township of Piscataway Police Department,
and Police Chief Thomas Mosier*

MICHAEL PAIANO,

Plaintiff,

v.

PISCATAWAY TOWNSHIP (POLICE
DEPARTMENT), THOMAS MOSIER,
JOHN DOE 1-10, FICTITIOUS
INDIVIDUALS, CORPORATIONS
JOINTLY AND SEVERALLY,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MIDDLESEX COUNTY

DOCKET NO.: MID-L-2039-22

CIVIL ACTION

**CERTIFICATION OF DESTRUCTION OR DELETION OF
CONFIDENTIAL DOCUMENTS**

I, Theodore Campbell, Esq. of the Law Office of Theodore Campbell ("Plaintiff's Counsel"), in the above-referenced matter, hereby certify as follows:

1. I am an attorney licensed to practice in the State of New Jersey.
2. I represent Plaintiff, Michael Paiano, in the above-referenced action.
3. Throughout the course of the aforementioned action, Defendant, Township of Piscataway ("Producing Defendant"), its e-discovery vendors, and/or its other contractors have produced and supplied Plaintiff and Plaintiff's Counsel with documents, information and other materials in various media formats containing information that the Producing Defendant has identified as "Confidential."

4. The undersigned, as Plaintiff's Counsel, hereby certifies that to the best of his ability that:

- a. access to any and all of the Producing Defendant's documents, information or other material produced in the identified legal matter and marked as "Confidential" has been properly safeguarded at all times and such security for such documents has not been electronically or physically breached or leaked and none of the Producing Defendant's documents, information or other material in the identified legal matter have been removed from the Plaintiff's Counsel's possession and control;
- b. although access has been granted to subcontractors, vendors or third parties to the Producing Defendant's documents, information or other material in the identified legal matter which materials were marked as "Confidential", that access has been revoked by the undersigned and any documents that may have been used by the subcontractors, vendors or third parties have been returned or destroyed;
- c. none of the Producing Defendant's documents, information or other material in the identified legal matter and marked as "Confidential" have been transmitted in hard copy or electronically to Plaintiff, experts, or any other person, and if it has, all such information has been retrieved and physically or electronically destroyed and I have ensured that no copies were retained by Plaintiff, experts or any other persons who received the Confidential documents.
- d. all physical copies of the Producing Defendant's documents, information or other material, including, but not limited to, paper copies, CDs, DVDs, photographs and video-recordings which were marked as "Confidential" have been physically destroyed by Plaintiff's Counsel.
- e. all electronic copies of the Producing Defendant's documents, information or other material and marked as "Confidential" that have been received, downloaded, uploaded or electronically stored in any manner on any electronic device or platform capable of storing such electronic information, whether maintained on any servers, individual work stations, hard drives, cloud storage, USB flash drives, smart phones, laptops, tablets, other back-up media, e-files, electronic mail boxes or any other source, have been permanently deleted from any and all such electronic devices or platforms on which any such information has been received, downloaded, uploaded or electronically stored using current industry-best practices, and by signing this document, Plaintiff's Counsel certifies that such information has been permanently deleted and cannot be recovered in compliance with industry-best practices.

- f. any access keys or security tokens used to access the Producing Defendant's documents and marked as "Confidential" have either expired, or been returned to counsel for the Producing Defendants, and any passwords used to access the Producing Defendant's documents, information and other materials have been destroyed.

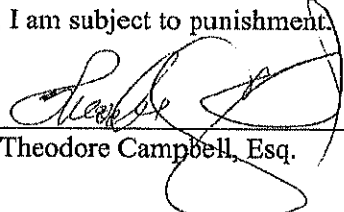
5. This certification pertains exclusively to the documents, information and other materials provided by the Producing Defendants and marked as "Confidential." This certification does not require Plaintiff's Counsel to delete, destroy or return to the Producing Defendants documents, information and other materials that were not marked as "Confidential" or obtained from another source or documents, information and other materials that were extracted from the Confidential materials and used in the litigation of this legal matter, including attorney work product, or any such information that has become part of the public case record for the legal matter. Such documents remaining in the case record are subject to all client confidentiality rules, and Plaintiff's Counsel acknowledges its obligations, which include, among other things, all applicable ABA and/or state rules and requirements concerning the safeguarding of the Firm's client files.

6. Plaintiff's Counsel hereby certifies that all the Producing Defendants documents, information and other materials marked as "Confidential" in hard copy have been destroyed, and all such documents, information and other materials electronically received, downloaded, uploaded, or electronically stored in any way or on any electronic device or otherwise maintained have been permanently deleted and cannot be recovered from any and all such electronic devices or platforms on which any such information has been stored.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: June 4, 2025

By:


Theodore Campbell, Esq.

CLEARY GIACOBBE ALFIERI JACOBS, LLC

Mitchell B. Jacobs, Esq. (Attorney ID No.: 13401987)

955 State Route 34, Suite 200

Matawan, New Jersey 07747

Tel.: (732) 583-7474

Fax: (732) 566-7687

Email: mjacobs@cgalaw.com

Attorneys for Defendants, Township of Piscataway, the Township of Piscataway Police Department, and Police Chief Thomas Mosier

MICHAEL PAIANO,

Plaintiff,

v.

PISCATAWAY TOWNSHIP (POLICE
DEPARTMENT), THOMAS MOSIER,
JOHN DOE 1-10, FICTITIOUS
INDIVIDUALS, CORPORATIONS
JOINTLY AND SEVERALLY,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MIDDLESEX
COUNTY

DOCKET NO.: MID-L-2039-22

CIVIL ACTION

**CERTIFICATION OF DESTRUCTION OR DELETION OF
CONFIDENTIAL DOCUMENTS**

I, Michael Paiano, in the above-referenced matter, hereby certifies as follows:

1. I, Michael Paiano, am the Plaintiff (hereinafter "Plaintiff") in the above-referenced action.

2. Throughout the course of the aforementioned action, Defendant, Township of Piscataway ("Producing Defendant"), its e-discovery vendors, and/or its other contractors have produced and supplied Plaintiff and Plaintiff's Counsel with documents, information and other materials in various media formats containing information that the Producing Defendant has identified as "Confidential."

3. The undersigned Plaintiff hereby certifies that to the best of their ability that:

- a. access to any and all of the Producing Defendant's documents, information or other material produced in the identified legal matter and marked as "Confidential" has been properly safeguarded at all times and such security for such documents has not been electronically or physically breached or leaked and none of the Producing Defendant's documents, information or other material in the identified legal matter have been removed from the Plaintiff's possession and control;
- b. although access has been granted to subcontractors, vendors or third parties to the Producing Defendant's documents, information or other material in the identified legal matter which materials are marked as "Confidential", that access has been revoked by the undersigned and any documents that may have been used by the subcontractors, vendors or third parties have been returned or destroyed;
- c. none of the Producing Defendant's documents, information or other material in the identified legal matter and marked as "Confidential" have been transmitted in hard copy or electronically to any other person, and if it has, all such information has been retrieved and physically or electronically destroyed and I ensure that no copies are retained by any other persons who received the Confidential documents.
- d. all physical copies of the Producing Defendant's documents, information or other material, including, but not limited to, paper copies, CDs, DVDs, photographs and video-recordings which were marked as "Confidential" have been physically destroyed by Plaintiff.
- e. all electronic copies of the Producing Defendant's documents, information or other material and marked as "Confidential" that have been received, downloaded, uploaded or electronically stored in any manner on any electronic device or platform capable of storing such electronic information, whether maintained on any servers, individual work stations, hard drives, cloud storage, USB flash drives, smart phones, laptops, tablets, other back-up media, e-files, electronic mail boxes or any other source, have been permanently deleted from any and all such electronic devices or platforms on which any such information has been received, downloaded, uploaded or electronically stored using current industry-best practices, and by signing this document, Plaintiff certify that such information has been permanently deleted and cannot be recovered in compliance with industry-best practices.

- f. any access keys or security tokens used to access the Producing Defendant's documents and marked as "Confidential" have either expired, or been returned to counsel for the Producing Defendants, and any passwords used to access the Producing Defendant's documents, information and other materials have been destroyed.

4. This certification pertains exclusively to the documents, information and other materials provided by the Producing Defendants and marked as "Confidential." This certification does not require Plaintiff to delete, destroy or return to the Producing Defendants documents, information and other materials that are not marked as "Confidential" or obtained from another source or documents, information and other materials that are extracted from the Confidential materials and used in the litigation of this legal matter, including attorney work product, or any such information that has become part of the public case record for the legal matter.

5. Plaintiff hereby certifies that all the Producing Defendants documents, information and other materials marked as "Confidential" in hard copy have been destroyed, and all such documents, information and other materials electronically received, downloaded, uploaded, or electronically stored in any way or on any electronic device or otherwise maintained have been permanently deleted and cannot be recovered from any and all such electronic devices or platforms on which any such information has been stored.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: June 6, 2025

By: Michael Paiano
Michael Paiano

W-9

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Theodore Campbell	
	2 Business name/disregarded entity name, if different from above. Law Office of Theodore Campbell	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☒ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐	
5 Address (number, street, and apt. or suite no.). See instructions. 1050 George Street, Unit 3-O		Requester's name and address (optional)
6 City, state, and ZIP code New Brunswick, NJ 08901		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

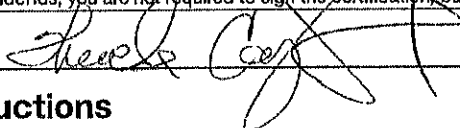
Social security number								
[Redacted]								
or								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person		Date	06/04/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Medicare FORM

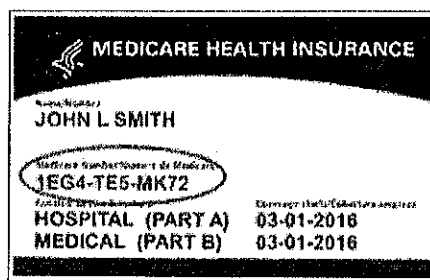
The Centers for Medicare & Medicaid Services (CMS) is the federal agency that oversees the Medicare program. Many Medicare beneficiaries have other insurance in addition to their Medicare benefits. Sometimes, Medicare is supposed to pay after the other insurance. However, if certain other insurance delays payment, Medicare may make a "conditional payment" so as to not inconvenience the beneficiary, and then recover after the other insurance pays.

Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA), a federal law that became effective January 1, 2009, requires that liability insurers (including self-insurers), no-fault insurers, and workers' compensation plans report specific information about Medicare beneficiaries who have other insurance coverage. This reporting is to help CMS to properly coordinate payment of benefits among plans so that your medical claims are paid promptly and correctly.

We are asking you to answer the questions below so that we may comply with this law.

Please review this picture of the Medicare card to determine if you have, or have ever had, a similar Medicare card.

Please note the Medicare Number located on this card.



Section I

Are you presently, or have you ever been, enrolled in Medicare?																		☐ Yes		☐ No		
If yes, please complete the following. If no, proceed to Section II.																						
Full Name: (Please print the name exactly as it appears on your SSN or Medicare card if available.)																						
Medicare Number:												Date of Birth (Mo/Day/Year)					/		/			
**Social Security Number: (If Medicare Number is Unavailable)											-		-					Sex	☐ Female		☐ Male	

**** Note: If you are unable to provide your Medicare Number and uncomfortable with providing your full Social Security Number (SSN), you have the option to provide the last 5 digits of your SSN in the section above.**

Section II

I understand that the information requested is to assist the requesting insurance arrangement to accurately coordinate benefits with Medicare and to meet its mandatory reporting obligations under Medicare law.

Claimant Name (Please Print)

Name of Person Completing This Form If Claimant is Unable (Please Print)

Signature of Person Completing This Form

Date

If you have completed Sections I and II above, stop here. If you are refusing to provide the information requested in Sections I and II, proceed to Section III.

Section III

Claimant Name (Please Print)

For the reason(s) listed below, I have not provided the information requested. I understand that if I am a Medicare beneficiary and I do not provide the requested information, I may be violating obligations as a beneficiary to assist Medicare in coordinating benefits to pay my claims correctly and promptly.

Reason(s) for Refusal to Provide Requested Information:

I have never claimed or have been enrolled in Medicare therefore I refuse to provide the above requested information.

Michael Palmer

Signature of Person Completing This Form

05/04/2025

Date