

SCIARRA & CATRAMBONE, L.L.C.
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Attorney for Plaintiff Diane Warnet

DIANE WARNET,
Plaintiff,

Vs.

BOROUGH OF RAMSEY,
JOHN DOE(S) 1-10, JANE
DOE(S) 1-10, and
XYZ CORP. 1-10,

Defendants.

sufficiency of which is hereby acknowledged by Plaintiff and Defendant, it is hereby agreed by and between the parties as follows:

a. The Borough of Ramsey shall retain and pay retired Superior Court Judge Peter Doyne, or, if he is unavailable or unwilling, a retired Superior Court Judge whom Judge Doyne or Judge Gallipoli recommends, for the remainder of Diane Warnet's career to adjudicate any/all major disciplinary actions, as defined in the Borough Code or the collective bargaining agreement with the PBA, brought against Officer Diane Warnet, and to adjudicate any employment related claims brought by Officer Diane Warnet against the Borough or its employees for any actions related to her employment by the Police Department, related but not limited to failures to promote, transfers or assignments, hostile or retaliatory actions in the workplace, or any other dispute raised by Warnet during the remainder of her tenure with the Police Department. Judge Doyne's determination therewith is binding upon all parties and enforceable in Court and is in lieu of any statutory or departmental or collective bargaining proceedings. Each party to any such dispute is responsible for her/its own counsel fees and costs.

b. It is to be clearly understood that the above agreement between the Borough and the Plaintiff is not a past practice, is unique to the facts of this litigation, and said agreement does

not in any way establish a precedent for any future similar litigation involving the Borough.

c. The Borough of Ramsey and not the insurance carrier shall be responsible for any future costs associated with arbitrating any dispute before retired Superior Court Judge Peter Doyne or another retired Superior Court Judge as set forth in paragraph 2(a) above.

3. Economic compensation to Plaintiff and her attorneys. In consideration of the promises, mutual covenants, understandings and agreements contained in this Agreement, and other good and valuable consideration received pursuant thereto, the receipt and sufficiency of which is hereby acknowledged by Plaintiff and Defendant, it is hereby agreed by and between the parties as follows: the Borough of Ramsey and/or its insurers shall pay to Plaintiff Diane Warnet Three Hundred Twenty Five Thousand Dollars (\$325,000.00) by way of a check made payable to Sciarra & Catrambone, L.L.C. Attorney Trust Account. This is the gross and global settlement amount, inclusive of Plaintiff's counsel fees, costs and expenses, to settle all claims related to this lawsuit.

4. Date of payments outlined in paragraph 3. Payment to Plaintiff shall be made within 30 days from the date of Plaintiff's execution of the release and settlement agreement.

5. Stipulations of Dismissal. Upon receipt of the payment outlined in paragraph 3 above, Plaintiff's counsel will

immediately forward to counsel for Defendant a Stipulation of Dismissal for the lawsuit bearing docket number BER-L-5047-16.

6. **Release.** In exchange for the promises, actions and payments made by Defendant herein, Plaintiff, Plaintiff's heirs, executors, administrators, fiduciaries, successors and/or assigns:

a. Agree to the dismissal, with prejudice of the Complaint filed against Defendant bearing Docket Number BER-L-5047-16;

b. Unconditionally and irrevocably give up and release, all additional claims, including claims for additional attorneys' fees and costs, Plaintiff has asserted or could have asserted in the lawsuit bearing Docket Number BER-L-5047-16;

c. Unconditionally and irrevocably give up and release, all additional claims Plaintiff have asserted or could have asserted against Defendant from the beginning of time up and until the date of the fully executed agreement; and

d. Unconditionally and irrevocably gives up and releases, any and all additional claims which Plaintiff has asserted or could have asserted from the beginning of time up to the date of the fully executed agreement of discrimination on the basis of sexual orientation, retaliation for complaining about a protected status including but not limited to sexual orientation discrimination, political affiliation discrimination/retaliation, violation of Plaintiff's federal or civil rights, violations of the United States or New Jersey Constitution, discrimination (including

allegations of aiding and abetting), hostile work environment or retaliation based on age, race, sex, national origin, ancestry, religion, marital status, sexual orientation, citizenship status, medical condition, handicap, or disability (as defined by the Americans with Disabilities Act, or any other federal, state or local law, including any other unlawful discrimination or retaliation including, without limitation, any claims based upon the New Jersey Civil Rights Act, N.J.S.A. 10:6-1, *et seq.* ("NJCRA"), the New Jersey Law Against Discrimination, N.J.S.A. 10:5-12, *et seq.* ("NJLAD"), the New Jersey Conscientious Employee Protection Act, N.J.S.A. 34:19-1, *et seq.* ("CEPA"), the New Jersey Equal Pay Act, N.J.S.A. 34:11-56.2, the New Jersey Workers' Compensation Act, N.J.S.A. 34:15-39.1, the Employee Retirement Income Security Act of 1974, Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991, the Civil Rights Act of 1866, the Equal Pay Act, the Rehabilitation Act of 1973, 42 U.S.C. Sec. 1981, 42 U.S.C. Sec. 1983, the Americans with Disabilities Act, the Age Discrimination in Employment Act of 1967, the Older Workers' Benefit Protection Act, the Federal Family and Medical Leave Act, the Dodd-Frank Act; Labor and Workmen's Compensation Act N.J.S.A. 34:11-56 *et seq.*, and any other state or federal wage of hour laws, and the Law Against Discrimination N.J.S.A. 10:5-1 *et seq.* and any other federal, state or local laws.

7. **No admission of liability.** Plaintiff and Defendant understand and agree that Defendant denies the allegations of wrongdoing by Plaintiff in the matter. Plaintiff and Defendant have chosen to enter into this Agreement in order to avoid further proceedings and the cost of further litigation.

8. **No confidentiality agreement.** Plaintiff and Defendant acknowledge that this is a settlement agreement involving a public entity. As such, the Borough of Ramsey is bound by Asbury Park Press v. County of Monmouth, 406 N.J. Super. 1 (App. Div. 2009) wherein the Court held that settlement agreements with public entities were not confidential and citizens are entitled to copies of same by way of requests made pursuant to Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1, *et seq.*

9. **Non-disparagement agreement.** Plaintiff and Defendant acknowledge and agree that they will not disparage the other to third parties, except as may be necessary in proceedings before Judge Doyne to assert/defend a claim being adjudicated by him.

10. **Enforceability of Agreement.** Plaintiff and Defendant understand that should either party violate any of the terms of this Agreement the parties may commence legal proceedings to recover such damages they are able to prove without affecting the validity and enforceability of this Agreement or any other rights that the parties may have.

11. **Liens.** All liens, current or future, against the proceeds of this Agreement are to be satisfied by Plaintiff, including but not limited to, any Medicaid liens, workers' compensation liens, Social Security liens, hospital, physician or attorneys liens, or any of the statutory, common law or judgment liens. Plaintiff agrees to indemnify and hold Defendant harmless against any claims made against Defendant by any reason of liens against this Agreement.

12. **NJ child support judgments.** Prior to the distribution of the settlement funds, Plaintiff's counsel will conduct a child support judgment search with respect to Plaintiff and furnish said results to Defendant's counsel pursuant to N.J.S.A. 2A:17-56.23(b).

13. **Applicable law.** This Agreement shall be governed and conformed in accordance with the laws of the State of New Jersey without regard to its conflict of laws provisions.

14. **Jointly drafted Agreement.** The parties agree that this agreement is deemed to have been drafted jointly by the parties. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

15. **Taxes.** Plaintiff acknowledges and agrees that all federal and state income taxes and/or penalties relating to payment of the Settlement Sum are Plaintiff's sole responsibility. Plaintiff further covenants and agrees that she will indemnify Defendant for any taxes and/or penalties sought from or assessed to Defendant by

any state or federal governmental agency, including without limitation Social Security payroll taxes ("FICA"), state and/or federal disability payments, unemployment taxes, and/or state and/or federal income taxes.

16. Impact if provision is held to be unenforceable. If any provision of this Agreement is held to be void, voidable, or unenforceable by a Court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect, and the provisions so held invalid or unenforceable shall be deemed modified so as to give such provisions the maximum effect permitted by applicable law.

17. Representation of the parties. Both Plaintiff and Defendant confirm that they have been represented adequately and that they have received the advice of counsel throughout these lawsuits and with regard to the terms and conditions of this Agreement.

18. Notice.

a. Any notice required under this agreement shall be served upon Plaintiff via email, facsimile and U.S. Mail as follows:

Charles J. Sciarra, Esq.
Sciarra & Catrambone, L.L.C.
1130 Clifton Avenue
Clifton, New Jersey 07013
Facsimile: (973) 242-3118
Email: csciarra@sciarralaw.com

b. Any notice required under this agreement shall be served upon Defendant via email, facsimile and U.S. Mail as follows:

Mary C. McDonnell, Esq.
Pfund McDonnell, PC
139 Prospect Street, 2nd Fl.
Ridgewood, New Jersey 07450
Facsimile: (201) 857-5041
Email: mmcdonnell@pfundmcdonnell.com

19. **Modification of Agreement.** This Agreement may not be modified except upon express written consent of all parties wherein specific reference is made to this Agreement.

20. **Entire Agreement.** This agreement represents the entire agreement and understanding between the parties and supersedes any prior agreement, understanding or negotiations. There are no agreements, representations, or promises, either oral or written, with respect to the subject matter of this Agreement except as expressly stated in it.

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