

MATTHEW D. KUNZ, Chief of Police,

Plaintiffs

v.

TOWNSHIP OF JACKSON; MAYOR
MICHAEL REINA, Individually and
in his official capacity;
DIRECTOR OF PUBLIC SAFETY JOSEPH
CANDIDO, Individually and in his
official capacity,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
OCEAN COUNTY

DOCKET: OCN-L-003213-24

SETTLEMENT AGREEMENT and GENERAL RELEASE

1. The parties to this Negotiated Settlement Agreement and General Release (sometimes herein referred to as the "Agreement") are Matthew D. Kunz, (hereinafter "Plaintiff") and Jackson Township, former Mayor Michael Reina and Former Director of Public Safety Police Lieutenant Joseph Candido, and all of Jackson Township's insurers, agents, servants, employees, successors, assignees, and representatives (hereinafter sometimes referred to as the "Defendants").

2. Plaintiff and Defendants have chosen to enter into the Agreement in order to avoid further proceedings with respect to all claims that Plaintiff made or could have made against Defendants, directly or indirectly, related to any and all causes of action, claims and/or demands of every type, whether

known or unknown, sustained or allegedly sustained, presented or which may have been presented, by Plaintiff, arising from or in any way relating to Plaintiff's employment with Jackson Township and /or connected with any of the matters alleged or which could have been alleged in the civil action filed in the Superior Court of New Jersey, Ocean County, Docket No. OCN-L-003213-24, including but not limited to claims which have been previously dismissed or abandoned (the "Litigation"). This Agreement does not include the release of Plaintiff's rights that cannot be waived as a matter of law or public policy.

3. Plaintiff and Defendants have chosen to enter into this Settlement Agreement and General Release in order to avoid further litigation expenses and distraction because of any and all claims between or among one another, including but not limited to those filed or which could have been filed in the Litigation.

4. Plaintiff and Defendants understand and agree that the making of this Agreement shall not, in any way, be construed or be considered to be an admission or statement against interest by any Defendant of any guilt, fault, blame, damage or any non-compliance with any federal, state or local law, or of any other wrongdoing whatsoever. Plaintiff and Defendants agree this Settlement Agreement and General Release shall not be admissible in evidence in any subsequent proceeding, except for the enforcement of this Settlement Agreement and General Release or

for purpose of Plaintiff's pension application and any hearing or proceeding relating to any such application. This Settlement Agreement and General Release is entered into solely to avoid the continuing expense and distraction of litigation.

5. In exchange for the promises made by Defendants herein,

Plaintiff:

- A. Agrees to and hereby does unconditionally and irrevocably discharge and release Defendants, jointly, severally and in the alternative, from any and all claims for fees and costs, and from any and all other claims, known or unknown, that Plaintiff, has or may have had against Defendants, jointly, severally or in the alternative, as of the date of the full, complete and proper execution of this Agreement, including, but not limited to those claims set forth in the Litigation; and,
- B. Agrees to the dismissal of the Complaint, with prejudice, as to the Complaint filed in the Litigation against the Defendants and agrees and hereby does unconditionally agree to dismiss the Litigation

6. **Financial Terms:** In exchange for the promises made by Plaintiff and the execution of this Settlement Agreement and General Release, Defendants agree to release Plaintiff from any claim which could have been asserted against Plaintiff during the pendency of this matter and to provide the following financial provisions of settlement:

- A. The Township shall issue payments to and/or on behalf of Plaintiff in the total amount of \$2,000,000.00 in resolution of this matter.

B. Of that amount, \$247,513.94 shall be designated as back-pay (the "Back Pay Claim"), \$350,000.00 shall be designated as payment of Plaintiff's attorneys fees ("Attorney Fees") and the balance of \$1,402,486.06 shall be designated as payment in resolution of Plaintiff's claims of violation of his rights under the New Jersey Law Against Discrimination and/or the New Jersey Civil Rights Act and/or New Jersey's Conscientious Employee's Protection Act (together the "Whistleblower Claims") including, but not limited to, any claims for physical or emotional harm or injury arising therefrom. These amounts shall be paid in the manner and time as set forth below.

C. The Township shall issue payment to Plaintiff on or before January 30, 2026 in the gross amount of \$247,513.94 in satisfaction of Plaintiff's Back Pay Claim. The Township shall make this payment to Plaintiff pursuant to a W-2 statement identifying all appropriate deductions and/or contributions. Deductions shall include any obligation by Plaintiff for pension funding and the Township shall be responsible for funding of the Township's

share of any such funding. Defendants, as directed by Plaintiff, shall pay directly into an authorized deferred compensation account all authorized and permitted amounts. In so doing, the Township recognizes and acknowledges that said amounts were due to Plaintiff as a matter of contract and/or law due to the Township's failure to provide Plaintiff with any increase in base salary for the years 2019 through 2026. The Back Pay Claim payment provides Plaintiff, retroactively, with the percentage increase provided to all Township police officers for the years 2018 through 2022 and the percentage increase provided to all Township superior officers for the years 2023 through 2026 as set forth in the chart below.

Year	Plaintiff's Base Salary	% Increase	Plaintiff's Adjusted Salary
2018	\$216,178.60	2.9	\$222,447.78
2019	\$216,178.60	2.9	\$228,898.77
2020	\$216,178.60	2.9	\$235,536.83
2021	\$216,178.60	2.0	\$240,277.53
2022	\$216,178.60	2.0	\$245,052.52
2023	\$216,178.60	4.25	\$255,467.25
2024	\$216,178.60	4.25	\$266,324.61
2025	\$216,178.60	4.0	\$276,977.59
2026	\$216,178.60	4.0	\$288,056.70

The Township recognizes and acknowledges that the appropriate correct and legal base salary for

Plaintiff's final full year of employment with the Township (2025) should have been \$276,977.59 and that beginning in 2026, Plaintiff's correct and legal salary should have been \$288,056.70 (the "Corrected Base Salary"). The Township further represents and promises it will provide all necessary and reasonable assistance to Plaintiff in the filing of his retirement application (or any subsequent hearing) based upon Plaintiff seeking a pension based upon the Corrected Base Salary.

D. The Township shall issue payment for Attorney's Fees in the amount of \$350,000.00 on or before January 30, 2026 to the firm of Cammarata, Nulty & Garrigan, LLC in full satisfaction of any and all claims by Plaintiff or his attorneys for attorney's fees or costs associated with the Whistleblower Claims and/or any other claims which were or could have been expressed in this matter.

E. The Township shall issue payments to Plaintiff in regard to his Whistleblower Claims as follows:

(1) On or before January 30, 2026 the amount of \$438,475.90;

(2) On or before January 30, 2027, the amount of

\$321,336.72;

(3) On or before January 30, 2028, the amount of
\$321,336.72;

(4) On or before January 30, 2029, the amount of
\$321,336.72.

All payments for Attorney's fees and the
Whistleblower Claims shall be issued pursuant to a
1099 form.

F. Retirement.

It is understood and agreed that Plaintiff shall timely submit the necessary application for retirement effective February 1, 2026 meaning that his last day of employment shall be January 31, 2026. Plaintiff's retirement is contingent upon the Township's timely issuance of all payments due prior to the retirement date. Upon retirement, the Township shall also issue Plaintiff, in the normal course for retiring officers, payment of any other accrued benefits due to him (e.g. vacation pay). Any such amounts shall be calculated at Plaintiff's Corrected Base Salary rate.

This consideration is in full satisfaction of all claims alleged by Plaintiff and for the General Release of all claims for any and all damages. Plaintiff agrees he will not seek any further consideration from the Defendants for anything that has happened

up until the date Plaintiff has fully and properly executed and signed this Settlement Agreement and General Release and provided to Defendants all settlement documents required to conclude this Litigation with prejudice and in its entirety.

7. Plaintiff agrees that he is responsible for applicable taxes, if any, as a result of the payments set forth in paragraph 6. Plaintiff agrees to indemnify jointly, severally and in the alternative, the Defendants and hold the Defendants harmless for all taxes, penalties and interest, withholding or otherwise, for which the Defendants may be found liable as a consequence of having paid monies pursuant to paragraph 6 of this Agreement. Defendants shall notify Plaintiff within thirty (30) days, in writing and via certified mail, return receipt requested, of any IRS notification, assessments or concerns. It is expressly agreed that if any Defendant is required to provide payments for taxes or interest or penalties to any taxing authority, Plaintiff shall reimburse any such Defendant for any such payments to any such taxing authority within ten (10) days after any Defendant notifies Plaintiff, in writing, via certified mail, return receipt requested, that she has incurred such liability.

8. Plaintiff agrees to be responsible for any liens including but not limited to any liens for any medical provider or any attorney and Plaintiff agrees that in the event any state agency or government authority or person deems any amount to be

due from any Defendant with respect to any lien, Plaintiff **will** indemnify any such Defendant for any sums any Defendant may be required to pay to satisfy any such lien or any part thereof; and, Plaintiff further agrees to pay any reasonable and necessary attorney's fees incurred by Defendant in defense of any action brought against any Defendant as a result of any such lien.

9. This Agreement fully supersedes any prior agreements or understandings between the parties. Plaintiff also acknowledges that he has not relied on any representation, promises, or agreements of any kind made in connection with the decision to sign this Settlement Agreement and General Release, except for those set forth herein; and, Plaintiff acknowledges he has been satisfied by the representation and services of his attorney.

10. Defendants represent and agree that in response to any reference inquiry as to Plaintiff, the Township will confirm Plaintiff's dates of employment and final job title and shall not provide any subjective commentary, performance evaluation or reason for separation. Defendants further represent that any document identifying or referencing any discipline purportedly issued to or imposed upon Plaintiff has been removed from any file maintained by Defendants as to Plaintiff. Defendants further acknowledge that Plaintiff was not the subject of any lawfully imposed discipline during his tenure as Chief nor was

Plaintiff the subject of any successful no confidence vote by either the Jackson Superior Officers Association or the Jackson Policeman's Benevolent Association during his tenure as Chief.

11. To the fullest extent permitted by law, the Parties and their representatives including, but not limited to as to the Township, Mayor Jennifer Kuhn, agree not to make any statements, written or verbal, regarding the past behavior of the Parties which statements would tend to disparage or impugn the reputation of the other party. The non-disparagement provision extends to statements, written or verbal, made via or to the news media, social media outlets or state, county or local government offices, law enforcement agencies, potential employers of Plaintiff or the public at large.

12. Defendants represent and agree that on a mutually convenient date prior to Plaintiff's retirement, Defendants shall issue an appropriate proclamation recognizing Plaintiff's service to the Township of Jackson.

13. Defendants understand that Plaintiff has established and intends to operate a not-for-profit entity located in the Township of Jackson which will educate, inform and celebrate the history of the Township of Jackson including that of the Township of Jackson Police Department (the "Receiving Entity"). The Defendants acknowledge that Plaintiff has taken steps to obtain and display historical police

equipment and memorabilia (the "Memorabilia") which is currently maintained and/or displayed within the Jackson Police Department building and offices. Defendant Township represents and agrees that it will provide all reasonable cooperation necessary, including the drafting of any necessary documents or agreements, so as to allow the Township to lend the Memorabilia to the Receiving Entity for purpose of display and education to the extent permitted by law.

14. This Agreement may not be modified except upon express written consent of Plaintiff and Defendants wherein specific reference Plaintiff agrees he is satisfied with the services of his attorney of record in this case. Plaintiff further acknowledges that he has reviewed with legal counsel of his choosing, the terms of this document and the consequences of Plaintiff signing this document. Plaintiff understands and agrees that this Settlement Agreement and General Release settles, bars, waives and otherwise does away with any and all claims that he has or could possibly have against any Defendant for anything that has happened up until the Plaintiff's execution of this Settlement Agreement and General Release.

15. This Settlement Agreement and General Release shall be governed by and conformed in accord with the laws of the State of New Jersey without regard to its conflict of laws provision. Any application to enforce any provision of this Agreement shall

reimbursement of all reasonably incurred attorney's fees and costs associated with any such application.

16. Additionally, Plaintiff agrees to fully execute any and all supplemental documents and take any additional action(s) that may be necessary or appropriate to give full force and effect to the terms of this Settlement Agreement and General Release.

17. In the event any provision contained in this Settlement Agreement and General Release is declared invalid, illegal or unenforceable by any court of competent jurisdiction, and cannot be modified to be enforceable, excluding the general release language, such provision shall immediately become null and void, leaving the remainder of this Settlement Agreement and General Release in full force and effect. Moreover, if any provision determined to be invalid, illegal or unenforceable can be made valid, legal or enforceable by modification thereof, then the party for whose benefit the provision exists, shall make such modification necessary to make the provision valid, legal and enforceable.

EXECUTION. Executed by the Plaintiff on this 12th day of JAN. 2026.


Matthew D. Kunz, Plaintiff

STATE OF NEW JERSEY :
COUNTY OF OCEAN : SS:

I certify that on this 12TH day of JAN., 2026,
personally came before me Matthew D. Kunz, the person who
acknowledged under oath and to my satisfaction, that she is the
named person who personally signed this document and signed,
sealed, and delivered this document to be her/his voluntary act
and deed.

Mark S. Rodina
Notary Public, State of New Jersey

