

**TOWNSHIP OF PEMBERTON**  
**RESOLUTION NO. 151-2026**

**AUTHORIZING THE SETTLEMENT OF LITIGATION  
ENTITLED BARTOLE V. TOMPKINS AND TOWNSHIP  
OF PEMBERTON, DOCKET NO.: BUR-L-2239-25**

**WHEREAS**, Ashlee Bartole has previously instituted suit against the former Pemberton Township Mayor, Jack K. Tompkins as well as the Township of Pemberton; and

**WHEREAS**, on April 17, 2026 following mediation of the dispute, a proposed settlement of the Plaintiffs claims was attained; and

**WHEREAS**, the Township Council wishes to authorize and approve the settlement terms.

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Pemberton, County of Burlington, State of New Jersey, as follows:

1. The Mayor, Township Clerk and such other Township officials are hereby authorized to execute a Settlement Agreement in accordance with the terms attained via mediation on April 17, 2026.

**BE IT FURTHER RESOLVED** that a copy of this resolution shall be forwarded to the following:

1. Rosemary Flaherty, Business Administrator
2. Amy Cosnoski, Township Clerk
3. Honorable Matthew Bianchini, Mayor
4. Vanessa James, Esquire
5. Gregory P. McGuckin, Esquire

**PEMBERTON TOWNSHIP COUNCIL**

**ATTEST:**

I hereby certify that the foregoing Resolution was adopted by the governing body of Pemberton Township on May 6, 2026.

  
Amy P. Cosnoski, RMC, Township Clerk

Matthew A. Luber, Esq. – NJ ID # 017302010  
mal@njlegal.com  
R. Armen McOmber, Esq. – NJ ID # 018251998  
ram@njlegal.com  
Natalie M. LaRosa, Esq. – NJ ID # 450942024  
nml@njlegal.com  
McOMBER, McOMBER, & LUBER, P.C.  
50 Lake Center Drive, Suite 400  
Marlton, New Jersey 08053  
(856) 985-9800 Phone  
(732) 530-8545 Fax  
*Attorneys for Plaintiff, Ashlee Bartole*

ASHLEE BARTOLE,

Plaintiff,

vs.

TOWNSHIP OF PEMBERTON, JACK K.  
TOMPKINS, ABC COMPANIES 1-5 (fictitious  
names describing presently unidentified business  
entities), and JOHN DOES 1-5 (fictitious names  
of presently unidentified individuals),

Defendants.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
BURLINGTON COUNTY

DOCKET NO. BUR-L-2239-25

Civil Action

On April 17, 2026, the Parties in the above-captioned litigation agreed to the following terms to resolve this matter:

1. \$350,000 payment inclusive of attorneys' fees and costs ("Settlement Payment") to be made by Defendants.
2. Payments will be made as follows:
  - a. 1099 – 100% of Plaintiff's share of the settlement (to be determined) payable to Plaintiff on a form 1099.
  - b. Payment to McOmber McOmber & Luber, P.C. representing attorneys fees and costs (to be determined) payable to McOmber McOmber & Luber, P.C. on a form 1099.
  - c. Defendants to pay the Settlement Payment within 30 days of approval by Pemberton Township Board and JIF via separate checks to Plaintiff and Plaintiff's Counsel (amount to be provided to Defendants).

- d. The specific amounts of the allocation of the settlement sum will be provided by Plaintiff's counsel following the calculation of all final expenses by Plaintiff's counsel.
  - e. Plaintiff to provide (1) W-9's from Plaintiff and Plaintiff's counsel; and (2) clear child support judgment search. In the event payment is not received from Defendants on or before the dates above and following a five-day grace period, Plaintiff shall be entitled to confess judgment against Defendants of the total amount then outstanding and shall be entitled to recover, in addition to any other remedies or relief that may be available, the attorneys' fees and costs that Plaintiff may incur as a result of Defendants' breach of the promises of payment made in this agreement.
3. The settlement payment in Paragraph 1 above is subject to approval by Pemberton Township's Board and JIF.
  4. Defendants' counsel to provide a draft settlement agreement with general release within seven (7) days of April 17, 2026
  5. Full and final settlement of all issues.
  6. Mutual Non-disparagement
  7. Affirmation of no other claims or any other alleged unlawful behavior by Plaintiff as of April 17, 2026.
  8. Plaintiff will enter into a covenant not to sue all Defendants/releasees for any conduct that occurred as of April 17, 2026.
  9. Medicare Representations & Indemnification as needed
  10. The parties agree to incorporate these provisions into the final agreement to be reviewed and signed by all parties, which shall contain provisions that are typically contained in a general release agreement although the terms contained in this settlement memorandum are also final and binding on the parties.

/s/ Matthew A. Luber  
Matthew A. Luber, Esquire

DocuSigned by:

TIMOTHY BIEG

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Timothy Bieg, Esquire

Signed by:

Tim McNichols

6557BA3B39DF434...

Representative for Township of Pemberton

Signed by:

Ashlee Bartole

58FE5D2BB8514BE1

Ashlee Bartole

Signed by:

Vanessa James

80DDCC8DB88649C...

Vanessa James, Esquire

Signed by:

Hon. Michael A. Donio, J.S.C. (Ret.)

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The Honorable Michael A. Donio (Ret.)