

CONFIDENTIAL

SETTLEMENT AGREEMENT AND RELEASE/DISMISSAL OF ALL CLAIMS

THIS SETTLEMENT AGREEMENT AND RELEASE/DISMISSAL OF ALL CLAIMS ("Agreement") is made and entered by and between Plaintiff, Susan Ricci ("Plaintiff") and Defendants, Township of Clark and its past and present members, trustees, officers, directors, officials, elected officials, agents, servants, representatives, departments (including but not limited to its Police Department), independent contractors, insurers, employees, retired employees, attorneys, heirs, executors, administrators, trusts, benefit plans, subsidiaries, parent corporations, corporations, and all of their predecessors, successors and assigns, individually and in their official capacities, (collectively, "The Township"), Mark Adamonis ("Adamonis"), individually and in his official capacity and Michael Pollock ("Pollock"), individually and in his official capacity (all Defendants collectively referred to as the "Releasees"); and

WHEREAS, Plaintiff commenced an action known as Susan Ricci v. Township of Clark, Mark Adamonis and Michael Pollock, bearing Docket Number UNN-L-001413-10, Union County Superior Court, Elizabeth, New Jersey ("Lawsuit"); and

WHEREAS, the parties hereto have agreed that it is in their mutual interest to resolve all disputes related to, on account of, or arising out of, in any way, Plaintiff's employment with The Township and all other actions and claims, which the Plaintiff has, had or may have against the Releasees and to resolve the Lawsuit upon the terms and conditions more fully set forth herein; and

WHEREAS, it is understood by Plaintiff that the Releasees, by reason of the payment and other good and valuable consideration to this Agreement made on the

Releasees' behalf, neither admit any liability nor have they made any agreement to make any payment or to take any action not reflected in this Agreement; and

WHEREAS, further, it is understood by Plaintiff that the allegations contained in the Lawsuit as asserted by Plaintiff against the Releasees remain disputed, inconclusive and denied; and

WHEREAS, further still, it is understood by Plaintiff that the Releasees maintain that they acted properly at all times pursuant to The Township's lawful policies and the laws of the United States and the State of New Jersey and that the Releasees underwent a cost benefit analysis and determined that it was appropriate to resolve the Lawsuit at this stage of the litigation based on purely business and financial considerations.

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties to this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Plaintiff and The Township, agree as follows:

1. Settlement is contingent on approval by The Township. The Township will vote on the settlement and this Agreement at an official meeting which is held on the third Monday of every month, unless a holiday interferes, providing the Township receives the executed Agreement from Plaintiff seven days prior to said official meeting. If The Township approves the settlement, then after The Township's receipt of a Stipulation of Dismissal duly executed by Plaintiff's counsel, which shall be held in escrow until the settlement checks have cleared, after The Township's receipt of a W-9 duly executed by Plaintiff's counsel, after The Township's receipt of a W-9 duly executed by Plaintiff, after The Township's receipt of a Charles Jones lien search result and after

The Township's receipt of governmental approval from the State of New Jersey, Division of Pensions ("Pensions"), and, more particularly from the Police and Firemen Retirement System ("PFRS"):

a. After Plaintiff's retirement from The Township, The Township shall provide Plaintiff with the same health benefit plan as other Township PBA retirees, which is negotiated by the PBA in the Township, during each new contract period. Plaintiff understands and agrees that should state and/or federal law change as to participation by Township PBA retirees as to a percentage of premiums, Plaintiff will be required to make such premium payments to The Township in the same fashion as other Township PBA retirees in accordance with state and/or federal law requirements. Plaintiff understands and agrees that in the event that state and/or federal law disallows Plaintiff's inclusion in said health plan, then The Township shall pay for the same health benefits for Plaintiff as it does for other Township PBA retirees, which will translate to the benefits set forth in the Collective Bargaining Agreement in place when/if a disallowment occurs. Plaintiff understands and agrees that under any circumstances presented, The Township is only required to pay for Plaintiff's health benefits until Plaintiff's death or until Plaintiff attains the age of 80 years old, whichever occurs first. Further, Plaintiff understands and agrees that health benefits shall not be provided to Plaintiff's spouse and/or civil union partner and/or dependent under any circumstances. Further still, Plaintiff understands and agrees that if the health benefit plan is funded in any account, the balance remaining at the time of Plaintiff's death or Plaintiff's attainment of the age 80 years, whichever occurs first, shall remain the property of The Township. Further still, Plaintiff understands and agrees that upon Plaintiff attaining the age of Medicare eligibility, Plaintiff must apply for Medicare, which will be her primary

health provider from that time forward. Plaintiff further understands and agrees that The Township's health benefit plan provided to plaintiff in this Agreement will then be secondary, as is the same with any other Township PBA retiree and in accordance with the PBA contract.

b. As a result of Plaintiff's receipt of three pages of written documentation from Pensions/PFRS identified as Exhibits A-1, A-2, A-3 to this Agreement, the parties understand that Plaintiff's service credit as of September 30, 2010 is 12 years and 5 months, which would then make her service credit, as of August 30, 2010, 12 years and 4 months. Pursuant to Exhibits A-1, A-2 and A-3, the parties also understand that Plaintiff would be allowed to 'buy back' 6 years 5 months from Pensions/PFRS before February 15, 2011. Thus, with a 'buy back' of 6 years and 5 months, and calculating to August 30, 2010, plaintiff's service credit would then be 18 years and 9 months. Based on this information, and to the extent permitted by law, The Township and/or its insurer shall pay Pensions/PFRS the amount of money necessary

to 'buy back' Plaintiff's pension for 6 years and 5 months of service, for a ^{approximate} ~~total~~ monetary

amount of \$60,946.43, as set forth in the attached documents from Pensions/PFRS, *Plaintiff will immediately, within 10 days, submit her "buy back" request* marked as Exhibits A-1, A-2, A-3. ^{*} The 'buy back' is absolutely contingent on

Pensions'/PFRS' final approval relative to both the number of years for the 'buy back' period and the amount of money reflecting said 'buy back'. Plaintiff further understands

and agrees that in order for Plaintiff to attain 20 years of service credit with

Pensions/PFRS, plaintiff will present herself for service to the Union County Prosecutor's Office for a period of 15 months, commencing on ^{February} ~~January~~ __, 2011, and

will accept this 15 months of service as temporary duty (TDY) from the Township of

Clark Police Department to the Union County Prosecutor's Office and plaintiff's

** from Pensions/PFRS and the Pensions/PFRS written responses* shall be attached to this agreement.

continued TDY at the Union County Prosecutor's Office for the 15 months is subject to the sole discretion of the Prosecutor. Plaintiff understands and agrees that while at the Union County Prosecutor's Office, plaintiff will conform to all the rules and regulations of the Union County Prosecutor's Office, as well as the rules and regulations of the Township of Clark, to the extent that the Township of Clark's rules and regulations do not conflict with the Union County Prosecutor's Office rules and regulations. Plaintiff further understands and agrees that in commencing with this TDY, plaintiff will receive her pay and all benefits under the current Collective Bargaining Agreement/union agreement, but that her work schedule and assignment is purely at the discretion of the Union County Prosecutor's Office and that any vacation time to which plaintiff is entitled, is subject to the current Collective Bargaining Agreement/union agreement, but that the scheduling of plaintiff's vacation is completely subject to the schedule of the Union County Prosecutor's Office. Plaintiff further understands and agrees that once on TDY, plaintiff is not and will not seek or accept overtime work with the Township of Clark

(2) Police Department nor will plaintiff seek or accept detail work through the Township of Clark Police Department. *If at The UC Prosecutor's discretion, the Prosecutor elects to assign plaintiff to* Plaintiff further understands and agrees that she will receive

an identification card from the Union County Prosecutor's Office and that the Township of Clark Police Department will re-issue to plaintiff her service weapon, which will be sent directly to the Union County Prosecutor's Office, and that the Union County Prosecutor's Office will qualify plaintiff on that weapon. Once the 'buy back' process has been accomplished and Plaintiff has satisfactorily completed 12 months of service at the Union County Prosecutor's office, as per the sole determination by the Union County Prosecutor's Office, Plaintiff understands and agrees that she will immediately submit her application for retirement with Pensions/PFRS on the appropriate form or

(3) *OT details pursuant to her assumed duties at The UCPO, (Clark, NJ)*
OT details pursuant to her assumed duties at The UCPO, (Clark, NJ) may accept some and will be paid.

forms as required by Pensions/PFRS and will cooperate fully with respect to the retirement process, with an effective date 3 months from the date plaintiff submits her retirement papers. Plaintiff understands and agrees that she must satisfactorily complete 3 more months of service at the Union County Prosecutor's Office, as per the sole determination by the Union County Prosecutor's Office, in order to complete her 15 months of service. Plaintiff understands and agrees she will submit her retirement application after 12 months of satisfactory service at the Union County Prosecutor's Office due to the time lapse between a filed application and the final approval by Pensions/PFRS. Further, Plaintiff understands and agrees that once the retirement application process is approved by Pensions/PFRS, there is a 30 day waiting period before Plaintiff will receive any pension monies. If there is a miscalculation of plaintiff's pension service credit of not more than 60 days, then the parties commit to maintaining plaintiff on TDY until 20 years of pensionable service credit is achieved for plaintiff and all pertinent dates will be modified accordingly. Plaintiff further understands and agrees that plaintiff's continuing TDY at the Union County Prosecutor's Office for 15 months of service is subject to the sole discretion of the Union County Prosecutor.

c. Plaintiff understands and agrees that Plaintiff shall be considered on a paid leave of absence from August 31, 2010 to the date plaintiff commences service with the Union County Prosecutor's Office and that no pension contribution will be made by The Township during Plaintiff's paid leave of absence. Further, Plaintiff understands and agrees that during the paid leave of absence, Plaintiff shall receive no increase in salary, accumulate no paid time off including, but not limited to vacation, sick, compensatory and personal time. Plaintiff's paid leave of absence shall commence on August 31, 2010, with August 27, 2010, August 28, 2010, August 29,

2010, and August 30, 2010 being designated as vacation days, which Plaintiff had already accrued. Additionally, the four remaining vacation days, which Plaintiff had accrued, will be applied to "sick time," for which Plaintiff had been overdrawn. Further still, Plaintiff understands and agrees that a memorandum will issue from The Township's Police Department to all members of the Police Department that Plaintiff is on leave of absence status without further notice. Plaintiff further understands and agrees that all Police Department sign-in sheets will indicate that Plaintiff is on a leave of absence. Once plaintiff is on TDY, a memorandum will issue to replace the leave of absence memorandum previously posted and the new memorandum will advise that plaintiff is on TDY at the Union County Prosecutor's Office.

d. Other than as stated above, Plaintiff understands and agrees that any sick, vacation, compensatory and personal days remaining to Plaintiff up to the date Plaintiff commences service with the Union County Prosecutor's Office, will be extinguished and no monies will be paid to Plaintiff for these extinguished sick, vacation, compensatory and personal days; that is, Plaintiff cannot obtain cash for any remaining sick, vacation, compensatory or personal time and Plaintiff waives any rights she may have under the Collective Bargaining Agreement and/or union agreement up to the date she commences service with the Union County prosecutor's Office. Further, Plaintiff understands and agrees that other than what is provided elsewhere in this Agreement, plaintiff cannot cash in any benefits after the date plaintiff's retirement becomes effective. In other words, Plaintiff understands and agrees that all of Plaintiff's rights, through her Collective Bargaining Agreement/union agreement or otherwise, will be extinguished up to the date plaintiff commences service with the Union County prosecutor's Office and also after the date her retirement becomes effective; that

Plaintiff waives all rights and The Township will have no further duties/obligations to Plaintiff under any contract up to the date plaintiff commences employment with the Union County Prosecutor's Office and also after the date her retirement becomes

effective. *Upon retirement, plaintiff shall be treated the same as any other Twp. PBA Retiree.* *Attd*

e. Plaintiff understands and agrees that The Township and/or its insurers shall pay Plaintiff, on behalf of all Releasees, \$150,000.00 which includes any and all of Plaintiff's attorneys fees in connection with this lawsuit, within 14 days of defense counsel's receipt of this Agreement duly executed, but only if approval has been obtained from The Township, if approval for the 'buy back' has been obtained from Pensions/PFRS, if the 'buy back' has been effectuated in accordance with the terms set forth above, if plaintiff has satisfactorily completed her 15 months of service with the Union County Prosecutor's Office, as per the sole determination by the Union County Prosecutor's Office, and if Plaintiff has filed and has received approval regarding her retirement application with Pensions/PFRS, with notice provided to the Township from Plaintiff in this regard. Plaintiff understands and agrees that satisfactory completion of her 15 months of service with the Union County Prosecutor's office is a determination solely made by the Union County Prosecutor's Office. The monetary payment shall be made in two checks, one check in the amount of \$90,112.00 payable to Plaintiff and the second check in the amount of \$59,888.00 payable to Plaintiff's attorneys, Castronovo & McKinney, LLC; with two W-9s to be provided, one W-9 by Plaintiff and the other W-9 from her attorneys, with 1099s to issue to the law firm and to the Plaintiff. Plaintiff understands and agrees that taxes will be the responsibility of Plaintiff and her attorneys and no taxes will be withheld by Releasees. Plaintiff further understands and agrees

that Plaintiff will defend, indemnify and hold harmless the Releasees in accordance with

(2) the provisions of Paragraph 2 to this Agreement. Plaintiff has alleged in her Complaint, among other damages, physical ailments, as an element of damages.

f. Plaintiff understands and agrees that she will voluntarily resign from

her employment with The Township. Plaintiff shall submit her application for retirement to Pensions/PFRS on the appropriate form or forms as required by Pensions/PFRS immediately after the 'buy back' has been completed and after Plaintiff has satisfactorily completed her 15 months of service with the Union County Prosecutor's Office, as per the sole determination by the Union County's Prosecutor's Office. Further, Plaintiff shall submit a retirement letter in the form as set forth in Exhibit B to this Agreement effective on the accepted and effective retirement pension date as determined by Pensions/PFRS. Plaintiff understands and agrees to cooperate fully, and without delay, in submitting her application for retirement to Pensions/PFRS and understands and agrees that the \$150,000 settlement monies will not be paid to her until both the 'buy back' is accomplished, Plaintiff has satisfactorily completed her 15 months of service with the Union County Prosecutor's Office, as per the sole determination of the Union County Prosecutor's Office and Plaintiff has filed her retirement application with Pensions/PFRS and it is accepted and approved by Pensions/PFRS. Plaintiff further understands and agrees that if her retirement application with Pensions/PFRS is denied or if Plaintiff does not satisfactorily complete her 15 months of service with the Union County Prosecutor's Office, as per the sole determination of the Union County Prosecutor's Office, or if the Union County Prosecutor does not permit plaintiff to continue TDY for the 15 months of service, the equivalent of the 'buy back' monies paid by The Township and/or its insurers will be returned by Plaintiff to The Township and/or its insurers and this Agreement becomes null and void. Further, Plaintiff understands

and agrees that if her retirement application with Pensions/PRFS is denied or if Plaintiff does not satisfactorily complete her 15 months of service with the Union County Prosecutor's Office, as per the sole determination of the Union County Prosecutor's Office, or if the Union County Prosecutor does not permit plaintiff to continue TDY for the 15 months of service, any compensation/benefits received by Plaintiff from August 26, 2010 to the present from the Township and/or its insurers will be returned by Plaintiff to The Township and/or its insurers and this Agreement becomes null and void.

g. Plaintiff understands agrees that the above payments are in settlement of any and all claims that Plaintiff and/or her past and present trustees, agents, servants, representatives, independent contractors, insurers, employees, retired employees, attorneys, heirs, executors, administrators and benefit plans, and all of her predecessors, successors and assigns (collectively "Releasors"), may have including, but not limited to, any and all claims asserted, or that could have been asserted, including claims for all related attorney's fees, i.e., fees to Plaintiff's current attorneys or any previous attorneys retained by Plaintiff; and

2. Plaintiff understands and agrees that the monies paid to Plaintiff, as set forth in paragraph 1 to this Agreement on behalf of all Releasees, shall be the sole and only monetary payment on behalf of Releasees and shall not be enhanced or altered in any way by reason of federal or state taxes on the proceeds of Plaintiff's settlement for any reason. All liability for federal and state taxes for which Plaintiff is obligated to pay shall be the sole responsibility of the Plaintiff. Plaintiff for herself, and on behalf of the Releasors, shall defend, indemnify and hold harmless the Releasees for any tax liability incurred in connection with this settlement for which Plaintiff is or was responsible. Plaintiff has not relied upon any representations, expressed or implied, made by the

Releasees as to the possible tax consequences of this Agreement and Plaintiff for herself, and on behalf of the Releasors, releases all the Releasees from any and all liability in connection with any such tax consequences; and

3. Plaintiff understands and agrees that the monies paid under this Agreement shall not subject the Releasees to liability for contribution to any benefits, insurance and/or pension fund; and

4. Plaintiff shall return her service revolver immediately, shall return all her gear that is the property of The Township and all other such Township property, on a designated date, within 30 days of August 26, 2010, which as of the execution of this Agreement by Plaintiff has been satisfied with the exception of Plaintiff's bullet proof vest, radio charger and hat badge/shield, all of which must be returned immediately. Plaintiff understands and agrees that she shall retain her breast badge and active identification until her accepted and effective date of retirement. However, Plaintiff further understands and agrees that immediately upon retirement, she will return her active identification to the Township and will be issued a retired identification card. Plaintiff also understands and agrees that upon her accepted and effective date of retirement, Plaintiff's breast badge will retire with her and she is to keep it with her retired identification; and

5. Plaintiff understands and agrees that she will never again present herself at The Township's Police Department, except to seek ^{emergency} assistance, and

6. Plaintiff understands and agrees that she will never again seek or accept employment with The Township and/or any successor corporation/entity; and

7. Plaintiff understands and agrees that she will not seek to be rehired, not seek to be reappointed and will not seek any reemployment with The Township under any circumstances; and

8. Plaintiff, for herself, and on behalf of the Releasors, does irrevocably and unconditionally release and forever discharge the Releasees, from the beginning of time to the date this Agreement is executed, of and from any and all debts, obligations, grievances, claims, charges, demands, suits, judgments, or causes of action of any kind whatsoever, whether known or unknown, seen or unforeseen, arising out of Plaintiff's employment with The Township, which are raised or could have been raised against the Releasees in the Lawsuit or in any other cause of action of any kind whatsoever in tort, contract, by statute or on any other basis for compensatory, punitive, or other damages, expenses, reimbursements, disbursements, attorneys' fees, damages and interest or costs of any kind including, but not limited to, all rights and claims, whether in law or in equity, in any federal, state, county, local or municipal court or administrative agency or any grievances through any forum, which Plaintiff or anyone acting through her, her estate or on Plaintiff's behalf or her estate or otherwise, have, have had, have asserted or could have asserted including, but not limited to, claims under the Constitutions of the United States and the State of New Jersey, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Civil Rights Act of 1866, 42 U.S.C. §1981, 42 U.S.C. §1983, 42 U.S.C. § 1985, 42 U.S.C. § 1988, the Employee Retirement Income Security Act of 1974, the National Labor Relations Act, the Fair Credit Reporting Act, the Americans with Disabilities Act, the Rehabilitation Act, the Occupational Safety and Health Act, the federal Family and Medical Leave Act, the Older Worker Benefit Protection Act, the federal Age Discrimination in Employment Act, the New Jersey Conscientious Employee

Protection Act, the New Jersey Family Leave Act, the New Jersey Family Temporary Disability Leave Act, the New Jersey Law Against Discrimination, the New Jersey Civil Rights Act, the New Jersey State Wage and Hour Law, the New Jersey Equal Pay Act, the New Jersey Occupational Safety and Health Law, the New Jersey Fair Credit Reporting Act, New Jersey Worker's Compensation Act N.J.S.A. 34:15-1 et seq., the New Jersey statutory provision regarding retaliation/discrimination for filing a workers' compensation claim, claims for vacation, sick, compensatory or personal leave pay, short term or long term disability benefits or payment pursuant to any collective bargaining agreement, contract, practice, policy, handbook or manual utilized by The Township, employment laws, PFRS laws, State of New Jersey pension laws, public policies and all federal, state and local law claims, whether constitutional, statutory or common law including, but not limited to, claims of personal injury, emotional and/or psychological distress, reputation damage, pain and suffering, mental anguish, humiliation, embarrassment, anxiety, back-pay, wages, economic losses, loss of income, loss of prospective economic benefit, continuous and permanent interference with the prospect of future economic advantage and ability to obtain future employment, medical expenses, disparate treatment, pattern and policy of unlawful employment practice, hostile work environment, aiding and abetting, harassment, bias, retaliation, failure to investigate, breach of and/or interference with contract, non-renewal of contract, breach of implied covenant of good faith and fair dealing, violation of any collective bargaining agreement, violation of any policy of The Township, violation of any public policy, discrimination on any basis, failure to accommodate any disability, which are raised or could have been raised against the Releasees in the Lawsuit. All parties agree to execute/obtain all documents necessary for the dismissal with prejudice of the Lawsuit

including, but not limited to, this Agreement, a Stipulation of Dismissal with Prejudice, a Charles Jones lien search, W-9s, Plaintiff's retirement letter, Plaintiff's retirement application to Pensions/PFRS, and any forms necessary for Plaintiff to effectuate her

additionally The parties shall enter into a stand still holding agreement

pension 'buy out'; and

pending satisfaction of all terms of this agreement ASD

9. Plaintiff understands and agrees that this Agreement expresses a full and complete statement of any and all alleged liabilities, which have been denied by Releasees and are not now admitted, and regardless of the adequacy of the compensation to be paid under this Agreement, this Agreement is intended to avoid any existing or future litigation, and Plaintiff, as binding on herself and the Releasors, agrees they will not seek any other payment/consideration whatsoever from Releasees; and

10. Plaintiff understands and agrees that this Agreement does not constitute an admission by Releasees of any wrongful action or violation of any federal or state constitutional law, statute or regulation, policy or procedure, public policy, contractual or collective bargaining agreement rights or common law rights, including those relating to the provisions of any law or statute concerning employment actions, or of any other possible or claimed violation of law or rights. Plaintiff understands that Defendants, on their own behalfs and on behalf of all Releasees, specifically deny any wrongful action or conduct and maintain that they acted properly at all times pursuant to The Township's lawful policies and the laws of the United States and the State of New Jersey. Plaintiff understands that the allegations of the Lawsuit remain disputed, inconclusive and denied and that the Releasees underwent a cost benefits analysis and determined that it was appropriate to resolve this matter at this stage of the litigation based on purely business and financial considerations; and

11. Plaintiff understands and agrees that, except as expressly provided hereinafter in this Agreement, she will forever keep confidential, from the date of the mediation – August 26, 2010 forward, the allegations surrounding her employment, the allegations giving rise to the Lawsuit and the nature and content of discussions leading to this Agreement. Notwithstanding anything to the contrary contained herein, it is expressly understood that Plaintiff for herself, and on behalf of the Releasors, as well as Plaintiff's attorneys will not take any action to publicize the allegations surrounding Plaintiff's employment with The Township, the allegations giving rise to the Lawsuit or the terms, discussions or nature of this Agreement to any third persons or to the media. Furthermore, Plaintiff for herself, and on behalf of the Releasors, as well as plaintiff's attorneys shall not state that Plaintiff is the prevailing party in the Lawsuit, or any other action involving the Releasees or any other entities or persons connected with them. Notwithstanding the foregoing, plaintiff may disclose, on an 'as needed' basis, only the terms of this Agreement to financial advisors and/or accountants and/or attorneys and/or income tax preparers or similar professionals of the Internal Revenue Service and/or persons or entities to whom such disclosure may be required pursuant to law, contract, court order, by subpoena or by an administrative agency of competent jurisdiction. If the Plaintiff discloses any information concerning the terms of this Agreement to the enumerated others set forth in this paragraph, the Plaintiff agrees to advise anyone to whom the information is disclosed that such information must be treated confidentially, pursuant to the terms of this Agreement.

Police Chief Connell, Police Captain White, Police Lieutenant Adamonis and Police Sergeant Pollock agree to maintain the confidentiality of this Agreement to the

extent permitted by law. With respect to Police Lieutenant Adamonis, such agreement is subject to the feasibility of same given his medical status.

Further, Plaintiff understands and agrees that The Township, Police Chief Connell, Police Captain White, Police Lieutenant Adamonis, Police Sergeant Pollock are a public entity/public employees respectively, accordingly, Plaintiff understands and agrees that any confidentiality imposed on them must yield to any legal obligations.

Further, Plaintiff promises and agrees to non-disparagement of the Releasees. Police Chief Connell, Police Captain White, Police Lieutenant Adamonis and Police Sergeant Pollock also agree to non-disparagement of Plaintiff. With respect to Police Lieutenant Adamonis, such agreement is subject to the feasibility of same given his medical status.

Plaintiff, for herself and on behalf of the Releasors, and the Releasees agree to submit to the jurisdiction of the Superior Court of New Jersey, Union County, in any action brought to enforce the confidentiality provision set forth above in this Agreement; and

12. Plaintiff for herself, and on behalf of the Releasors, understands and agrees that she and they will not hereafter file or cause to be filed any charge, complaint, legal, administrative or union/collective bargaining action of any nature before any court, administrative agency or union to assert any claim against Releasees, arising out of Plaintiff's employment with The Township, except as may be necessary to enforce this Agreement; and

13. Plaintiff understands and agrees that if a recommendation/reference is sought from The Township regarding Plaintiff, The Township will only provide Plaintiff's name, dates of employment, salary, and position titles, if requested, unless ordered to do

so by a court, agency of competent jurisdiction, by subpoena or unless required to do so by law and only to the extent minimally required by law; and

14. Plaintiff understands and agrees that Plaintiff will withdraw any claims, charges, complaints currently pending against Releasees in any federal or state, county, local or municipal court and/or any federal, state or administrative agency or in any other forum within one week of the complete signing of this Agreement, with written notice for withdrawals to Releasees' counsel by Plaintiff's counsel. When and/or if it should become to Releasees' attention that any claim, charge or complaint was not withdrawn in that time period, Releasees' counsel shall notify Plaintiff's counsel in writing of the outstanding claims, charges or complaints and Plaintiff shall have 10 business days to withdraw those claims, charges, or complaints; and

15. Plaintiff represents and warrants that she is unaware of and has not received notice of any liens, (including, but not limited to, Medicare, Medicaid or Social Security), assignments, subrogations, encumbrances, garnishments, security interests, claims, suits, causes of action, judgments, fees, costs, attorneys fees or any other right of any person or entity to all or any part of the monetary payment made to her pursuant to this Agreement including, but not limited to, any such claims by any health care provider, (including, but not limited to, Medicare, Medicaid or Social Security), any state or other governmental body, any employer, worker's compensation insurer, or any attorney (other than the contingency fee to which Castronovo & McKinney, LLC is entitled), that would give such a person or entity a claim to recover all or a portion of the payments made pursuant to this Agreement. Nonetheless, Plaintiff for herself, and on behalf of the Releasors, agrees to indemnify and hold harmless Releasees from any past, present or future lien, assignment, subrogation, encumbrance, garnishment,

security interest, claim, suit, cause of action, judgment, fees, attorneys fees, costs, or any other right of any person or entity to all or any part of the monetary payment that may exist or from the breach of the representation and warranty contained in this paragraph; and

16. Except as necessary to enforce the provisions of this Agreement, Plaintiff for herself, and on behalf of the Releasors, understands and agrees to indemnify and hold Releasees harmless with respect to all past, present and future demands, claims, suits, causes of action, liabilities, liens or judgments of any kind whatsoever by Plaintiff or Plaintiff's successors and assigns arising out of or in any way related to these released claims; and

17. Pursuant to Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007, The Center for Medicare and Medicaid Services must be provided Plaintiff's full address, Social Security Number, date of birth, gender, and, if available, her Medicare Health Insurance Claim Number (HICN). Provision of this information by Plaintiff to The Township is a condition of settlement. Spaces are provided in Exhibit C at the end of this Release for compliance; and

18. Specifically, Plaintiff for herself, and on behalf of the Releasors, further understands and agrees that any and all Medicare, Medicaid or Social Security, hospital, medical insurance coverage subrogation claims and/or any and all other types 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 settlement proceeds paid herein, in trust, unless and until such time as said liens and/or claims have been fully paid, satisfied or released.

In this regard, Plaintiff for herself, and on behalf of the Releasors, agrees to indemnify and hold harmless the Releasees including, but not limited to Releasees'

insurance carriers, Releasees' 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, Medicaid and/or Social Security for reimbursement of any funds paid by them relating to and/or arising out of this Lawsuit.

It is further expressly understood and agreed, to the extent applicable, Plaintiff for herself, and on behalf of the Releasors, covenants that she will set aside funds necessary in an approved Medicare Set Aside Account, to pay for any anticipated future medical and/or health care need of Plaintiff for any condition that requires treatment that is related to and/or arises from the Lawsuit. In the alternative, Plaintiff avers and covenants that, as set forth in her Certification attached as Exhibit D, she does not presently anticipate that she will require medical and/or health care treatment for any conditions related to and/or arising from the Lawsuit. Further, should funds not be placed in an approved Medicare Set Aside Account for Plaintiff, and if care and treatment for conditions related to and/or arising out of the Lawsuit, are subsequently sought, then Plaintiff covenants and represents to the Releasees, Releasees' insurance carriers, Releasees' attorneys and others in privity with them, that Plaintiff for herself, and on behalf of the Releasors, will not submit or seek payment, for said medical care, from Medicare and/or any other government funded program. This covenant and representation shall be included as part of the indemnification obligations for Plaintiff stated herein; and

19. Unless directed to do so by Court Order or lawfully issued subpoena with notification to the Releasees at the time the lawfully issued subpoena is received by Plaintiff, the Releasors and/or their attorneys, Plaintiff for herself, and on behalf of the Releasors, and Plaintiff's attorneys agree that Plaintiff shall refrain from voluntarily

assisting, cooperating or participating in any manner in any lawsuit, administrative proceeding, arbitration, investigation or claim of any kind relating to any matter that involves the claims which were or could have been the subject of the Lawsuit, and any claims otherwise released under the terms of this Agreement, except as required by law or subpoena. Plaintiff understands and agrees that if she is asked for information in connection with any such matter or to assist, cooperate or participate in any manner in it, she will decline to voluntarily communicate any further with the inquirer. Plaintiff further understands and agrees that she will not voluntarily provide files, documents, and/or information of any type whatsoever to third parties and/or give testimony or evidence against the Releasees in any proceedings; and

20. Plaintiff represents and warrants that no other person or entity has or has had any interest in the claims, demands, obligations, or causes of action referred to in this Agreement, except as otherwise set forth in this Agreement; that she has the sole right and exclusive authority to sign this Agreement and receive the monetary payment specified in it as well as the other good and valuable consideration; and that she has not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Agreement; and

21. With the exception of the provisions set forth in paragraphs 1 a through g to this Agreement, the provisions of this Agreement are severable and if any part is found to be unenforceable, the other portion(s) shall remain fully valid and enforceable. This Agreement shall survive the terminations of any arrangements contained herein; and

22. Except to the extent necessary to enforce the Agreement, neither this Agreement nor any part thereof is to be used or admitted into evidence in any

proceeding of any character, judicial, administrative or otherwise, now pending or otherwise instituted; and

23. Plaintiff and The Township represent that they have all had the opportunity to discuss all aspects of this Agreement with counsel or other personal advisor of their choice and that they have carefully read and fully understand all of the provisions/terms of this Agreement, that they had a reasonable amount of time to consider the terms of the Agreement, and that they are voluntarily entering into this Agreement with the advice of counsel; and

24. Plaintiff understands and agrees that this Agreement shall be binding upon Plaintiff and Releasors; and

25. Plaintiff and The Township understand and agree that this Agreement contains and constitutes the entire understanding with respect to settlement and dismissal of the Lawsuit, and supercedes and cancels all previous negotiations, agreements, commitments and writings in connection herewith. The paragraphs of this Agreement read together are contractual and not mere recitals. Plaintiff and Defendants understand and agree that this Agreement cannot be released, discharged, abandoned, supplemented, changed or modified in any manner, orally or otherwise, except by an instrument in writing of concurrent or subsequent date signed by a duly authorized officer or representative of the parties; and

26. This Agreement shall be governed and construed under the laws of the State of New Jersey, without regard to its conflict or choice of law rules. Plaintiff for herself, and on behalf of the Releasors, and Releasees agree to submit to the jurisdiction of the Superior Court, Union County, in any action brought to enforce any provision of this Agreement and that compensatory damages and/or injunctive relief are

appropriate remedies. Further, Plaintiff for herself, and on behalf of the Releasors, and Releasees agree that attorneys fees and costs of same are to be borne by the losing party; and

27. Plaintiff and The Township understand and agree to cooperate fully and sign any and all supplementary documents and take all additional actions necessary to give full force and effect to the terms of this Agreement including, but not limited to, a Stipulation of Dismissal with Prejudice, a Charles Jones lien search, and W-9s, Plaintiff's retirement letter, Plaintiff's retirement application to Pensions/PFRS, and any forms necessary for Plaintiff to effectuate her pension 'buy out'; and

28. This Agreement may be executed in any number of counterparts and by facsimile, all of which taken together shall constitute one and the same instrument with the same effect, as if the signature and seals thereto and hereto were upon the same document; and

29. Plaintiff represents and acknowledges as follows:

a. Plaintiff has carefully read and fully understands all of the provisions of this Agreement, which is written in a manner that Plaintiff understands and/or, if necessary as determined by counsel for Plaintiff, has been explained to Plaintiff through the services of an interpreter;

b. Through this Agreement, Plaintiff for herself, and on behalf of the Releasors, is releasing Releasees from any and all claims Plaintiff may have against the Releasees arising before the execution of this Agreement;

c. The compensation/consideration that Plaintiff receives from the Releasees pursuant to this Agreement is valuable consideration to which Plaintiff would not otherwise be entitled;

d. Plaintiff was advised to consult and has consulted with an attorney of her choice, Paul Castronovo, Esq., Castronovo & McKinney, LLC, prior to executing this Agreement;

e. Plaintiff had a reasonable time of at least 21 days (the "Consultation Period") within which to consider this Agreement before executing it. Plaintiff represents that if she executes this Agreement at any time prior to the end of the Consultation Period, such early execution was a knowing and voluntary waiver of her right to consider the Agreement for 21 days, and was not induced by Releasees through fraud, misrepresentation, a threat to alter or withdraw the offer prior to the expiration of the 21 day period, or by providing different terms for signing the Agreement prior to the expiration of such period. Rather, Plaintiff agrees and represents that any early execution of this Agreement resulted from Plaintiff's desire to expedite the processing of the consideration provided and to be timely paid herewith and Plaintiff's belief that she had ample time in which to consider and understand the Agreement and in which to review the Agreement with her attorneys;

f. After signing this Agreement, Plaintiff has a period of seven days during which she may revoke the Agreement. Plaintiff acknowledges that this Agreement will not become effective or enforceable until the seven day revocation period has passed, providing all other provisions of this Agreement have been complied with. Plaintiff acknowledges that her revocation is not valid unless she sends Releasees' counsel her written revocation notice (name and address of counsel are set forth elsewhere in this Agreement). Plaintiff acknowledges that Releasees are not obligated to pay her until the revocation period has passed without her revoking the Agreement;

g. Plaintiff for herself, and on behalf of the Releasors, knowingly and voluntarily agrees to all of the terms in this Agreement; and

h. Plaintiff for herself, and on behalf of the Releasors, knowingly and voluntarily intends to be legally bound by this Agreement.

By: _____

Susan Ricci

Dated: _____

2/19/2011

Attest: _____

PLC

Paul Laskowski, Esq.

2/19/11

STATE OF NEW JERSEY

COUNTY OF Hudson SS:

I CERTIFY that on 2/14, 2011

Susan Ricci personally came before me and acknowledged under oath, to my satisfaction, that she is the person

- a) named in and personally signed this document; and
- b) signed, sealed and delivered this document as her act and deed.



Notary Public

Paul Castoreno
Atty at Law
State of NJ

By: John F. Zaepke
The Township of Clark

Attest: Jaqueline D. [Signature]
JACQUELINE A. DELGADO

Dated: 4/20/11

4/20/11

STATE OF NEW JERSEY
SS:
COUNTY OF Union

I CERTIFY that on April 20, 2011

The Township of Clark personally came before me and acknowledged under oath, to my satisfaction, that they are the person

- c) named in and personally signed this document; and
- d) signed, sealed and delivered this document as their act and deed.

Frances Flammia
Notary Public
FRANCES FLAMMIA
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 5/5/2013

TOWNSHIP OF CLARK

Resolution 11-71

April 18, 2011

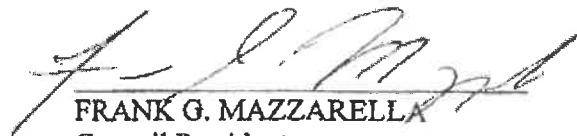
Motion Kazanowski Second O'Connor

BE IT RESOLVED by the Governing Body of the Township of Clark that it does hereby authorize the Mayor or Business Administrator to execute a Settlement Agreement in the matter of Susan Ricci v. the Township of Clark, Docket Number UNN-L-001413-10, Union County Superior Court, Elizabeth, New Jersey.

ATTEST:

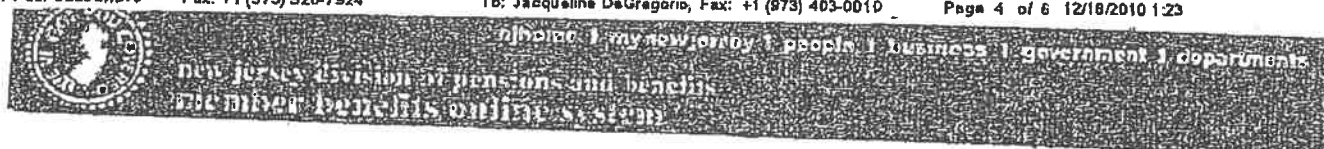

EDITH L. MERKEL, RMC
Township Clerk

APPROVED:


FRANK G. MAZZARELLA
Council President

Res11/4-18RicciSettlement

	Aye	Nay	Abstain	Absent
Albanese	✓			
Barr				✓
Kazanowski	✓			
O'Connor	✓			
Toal	✓			
Whiting				✓
Mazzarella	✓			



Home

Logout

THIS INFORMATION IS CURRENT AS OF 09/30/2010

FULL NAME RICCI, SUSAN
 PENSION FUND AND ID# PFRS [REDACTED]
 SSN [REDACTED] DATE OF ENROLLMENT 04/08/1998
 DATE OF BIRTH [REDACTED] SEX F
 PROOF OF AGE ON FILE WITH DIVISION NO
 VETERAN STATUS NO
 MEMBERSHIP TIER 1

LAST REPORTED QUARTER OF CONTRIBUTIONS 03-2010
 EMPLOYEE CONTRIBUTION \$70,412.71
 NET CONTRIBUTIONS AFTER LOANS \$37,565.37
 SERVICE CREDIT 12 Years 05 Months
 CHAPTER 8 25 YR DATE N/A
 CHAPTER 8 BARGAINING UNIT N/A

LIFE INSURANCE COVERAGE
 NON CONTRIBUTORY

SCHEDULE	NUMBER OF PAYMENTS	AMOUNT PER PAYMENT	TOTAL AMOUNT
LOAN	47	\$691.62	\$32,847.34

ARREARS

BACK DEDUCTIONS

PAY SCHEDULE MONTHLY

for help call (609) 777-0534 | contact us | privacy notice



EXHIBIT A-1



CHRIS CHRISTIE
Governor

JIM GUADAGNO
Lt. Governor

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PENSIONS AND BENEFITS
(609) 292-7524 TDD (609) 292-7718
www.state.nj.us/treasury/pensions

November 17, 2010

Mailing Address
PO Box 295
Trenton, NJ 08625
Location:
50 West State St
Trenton, New Jer

ANDREW P. SIDAMON
State Treasurer

FLORENCE J. SHEP
Acting Director

Susan Ricci

PURCHASE QUOTE
RE: [REDACTED]

Dear Member:

The Division of Pensions and Benefits is pleased to advise you that you are eligible to purchase 78 MONTHS of FORMER MEMBERSHIP service as follows:

BEGINNING DATE	ENDING DATE	L/A CODE	EMPLOYER
12/23/1989	06/28/1996	N/A	CLARK TOWNSHIP

THE ABOVE SERVICE WAS RENDERED UNDER YOUR FORMER PFERS WDL#

The lump sum cost to purchase this service is \$ 60,946.43. The lump-sum calculation is based on your nearest age at the time of your request and your highest salary as a member of the retirement system. If you wish to purchase a portion of this service, the cost is determined by dividing the lump sum cost by the total eligible service. Then multiply the result by the period you wish to purchase.

We must request this amount in a lump sum, because you are not actively contributing to the pension system at this time.

If you wish to purchase this service, or any portion thereof, the enclosed Purchase Authorization Form must be completed. The cost of this purchase expires on February 15, 2011. If you reapply for the purchase, the cost may increase.

The Division of Pensions and Benefits has expanded the payment options for the purchase of service to include the rollover of tax-deferred funds from a qualified plan. For more information visit our web site <http://www.state.nj.us/treasury/pensions/ep-0646.pdf>.

If you have any questions regarding the purchase, please contact Client Services at (609) 292-7524.

Enclosure

Purchase Section

EXHIBIT A-2



STATE OF NEW JERSEY
DIVISION OF PENSIONS AND BENEFITS
PURCHASE AUTHORIZATION FORM
Police And Firemen's Retirement System

Name: Susan Ricci

RE: [REDACTED]
FORMER MEMBERSHIP

THIS AUTHORIZATION IS AN AGREEMENT WHICH MAY NOT BE CANCELED OR RESCIND
FOR ANY REASON.

If you wish to purchase this service, or any portion thereof, this Purchase Authorization Form must be completed
along the dotted line and return only the bottom portion of this form to the appropriate address as indicated below
along with your payment, as applicable.

If you retire with an existing arrears balance due for this purchase, then you will be required to pay off the purchase
request a proration of service.

If you return to employment following a period of inactivity or leave of absence, please notify your employer to resu
your arrears deductions for this purchase.

If you wish to pay for this service by rolling over funds from another qualified retirement savings plan, please send ti
authorization form to your financial institution along with the "Direct Rollover/Trustee-to-Trustee Transfer of Funds
Form" and ensure that both the authorization form and the Direct Rollover Form are returned to the proper address.
For more information on the rollover of tax-deferred funds from a qualified plan visit our web site
http://www.state.nj.us/treasury/pensions/purchase_service.htm#rollover

X -----
Name: Susan Ricci RE: [REDACTED] Purchase Type: FORMER MEMBERSHIP DPB-PMT
To authorize the purchase of the service quoted in the letter from the Division of Pensions and Benefits dated November 17,
2010 which expires on February 15, 2011, please check the following:

[] Enclosed is a check or money order (do not send cash) in the amount of \$ 60,946.43 made payable to the Police And
Firemen's Retirement System which is the lump sum cost for this purchase.

Please issue one check payable to: Police And Firemen's Retirement System

Send to: PERSONAL CHECKS ONLY

State of New Jersey
Division of Pensions and Benefits
P.O. Box 654
Trenton, NJ 08646

PAYROLL DEDUCTIONS/TRUSTEE ROLLOVER CHECKS ONLY

State of New Jersey
Division of Pensions and Benefits
P.O. Box 295
Trenton, NJ 08625-0295

EXHIBIT A-3

Township of Clark
John Laezza, Township Administrator
430 Westfield Avenue
Clark, NJ 07066

TO WHOM IT MAY CONCERN:

Effective [date that retirement is accepted and effective by Pensions/PFRS], please accept this letter as notice of my retirement from the Township of Clark Police Department.

By: _____
Sergeant Susan Ricci

EXHIBIT B

Township of Clark
John Laezza, Township Administrator
430 Westfield Ave
Clark, NJ 07066

TO WHOM IT MAY CONCERN:

Effective April 1, 2012, please accept this letter as notice of my retirement from the Township of Clark Police Department.

BY:

A handwritten signature in black ink, appearing to read 'Sgt. Susan Ricci', written over a horizontal line.

Sgt. Susan Ricci

Castronovo & McKinney, LLC
18 MacCulloch Avenue
Morristown, NJ 07960
Phone: (973) 920-7888 Fax: (973) 920-7924
Attorneys for Susan Ricci

Susan Ricci, certifying in lieu of oath, deposes and says:

1. I am fully familiar with the facts and circumstances hereinafter set forth.
2. I have never applied for or received Medicaid benefits.
3. I have never applied for or received Medicare benefits.
4. I have never applied for or received Social Security Disability Insurance.
5. Neither Medicaid, Medicare nor Social Security has ever had any liens against me.
6. I do not anticipate that I will require medical and/or health care treatment for any conditions related to and/or arising out of my employment or retirement of employment from The Township of Clark.

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

Dated: 5/11/11

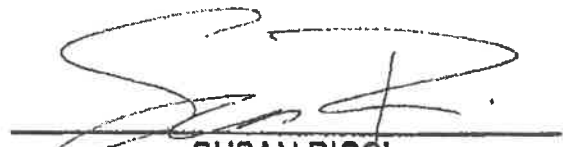

SUSAN RICCI

EXHIBIT D