



30 Rockefeller Plaza
New York, NY 10122

April 7, 2022

Township of Clark
430 Westfield Ave
Clark, NJ 07066

To Whom It May Concern,

Pursuant to the state open records law N.J.S.A. 47:1A-1 through 13, I am requesting the following:

Please provide me with all documents related to the settlement agreements between the Township of Clark and the following four individuals: Susan Ricci, Martin Venezio, Steven Francisco and Eric Richter.

I agree to pay any reasonable copying and postage fees of not more than \$30.00. If the cost would be greater than this amount, please notify me. Please provide a receipt indicating the charges for each document.

As provided by the open records law, I will expect your response within five (5) business days.

If you choose to deny this request, please provide a written explanation for the denial including a reference to the specific statutory exemption(s) upon which you rely. Also, please provide all segregable portions of otherwise exempt material.

I would note that an unreasonable violation of the open records law can result in the award of court costs and reasonable attorney fees.

Thank you for your assistance.

Courtney Copenhagen
Producer, WNBC News
(773) 440-2229
courtney.copenhagen@nbcuni.com

Clerk's Dept.

From: Clerk's Dept.
Sent: Thursday, April 14, 2022 3:35 PM
To: Copenhagen, Courtney (NBCUniversal)
Subject: RE: WNBC OPRA Request
Attachments: Settlement Agreements - Ricci Venezio Francisco Richter - OPRA Copenhagen.pdf

Follow Up Flag: Follow up
Flag Status: Completed

To: Courtney Copenhagen, NBC
From: Edith L. Merkel, Township Clerk, Township of Clark
Re: OPRA request
Date: April 14, 2022

The Township of Clark received your Open Public Records Act (OPRA) request on April 7, 2022. The official Records Custodian, Edith Merkel, received your OPRA request on April 8, 2022. As such, the seven (7) business day deadline to respond to your request is April 20, 2022. This response to your request is being provided to you on the 4th business day after the custodian's receipt of said request.

See enclosed redacted Confidential Settlement Agreement and Release/Dismissal of All Claims, dated April 20, 2011, among Susan Ricci, the 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, Mark Adamonis, individually and in his official capacity, and Michael Pollock, individually and in his official capacity.

See enclosed redacted General Release and Settlement Agreement, dated January 8, 2018, among Steven Francisco, Martin Venezio, Eric Richter, the Township of Clark, its agents, employees and representatives including its administrators, officers, agents and employees, the Township of Clark Police Department, Sal Bonaccorso and John Laezza.

The following legal basis applies to responses that include redactions. "A government record shall not include the following information which is deemed to be confidential for the purposes of P.L.1963, c. 73 (C.47:1A-1 et seq.) as amended and supplemented: that portion of any document which discloses the social security number, credit card number, unlisted telephone number or driver license number of any person..."

Note that any challenge to a denial of a request for records under the common law cannot be made to the Government Records Council, as the Government Records Council only has jurisdiction to adjudicate challenges to denials of OPRA requests. A challenge to the denial of access under the common law can be made by filing an action in Superior Court.

If your request for access to a government record has been denied or unfilled within the seven (7) business days required by law, you have a right to challenge the decision by the Township of Clark to deny access. At your option, you may either institute a proceeding in the Superior Court of New Jersey or file a complaint with the Government Records Council (GRC) by completing the Denial of Access Complaint Form. You may contact the GRC by toll-free telephone at 866-850-0511, by mail at P.O. Box 819, Trenton, NJ, 08625, by e-mail at

grc@dca.state.nj.us, or at their web site at www.state.nj.us/grc. The GRC can also answer other questions about the law. All questions regarding complaints filed in Superior Court should be directed to the Court Clerk in your County.

From: Copenhagen, Courtney (NBCUniversal) <Courtney.Copenhagen@nbcuni.com>
Sent: Thursday, April 07, 2022 6:08 PM
To: Clerk's Dept. <clerk@ourclark.com>
Subject: WNBC OPRA Request

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please see attached OPRA request

Thank You,

Courtney Copenhagen
Investigative Producer

4 NEW YORK

C. 773-440-2229

courtney.copenhagen@nbcuni.com

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~~ 1, 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 4 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

Police Department nor will plaintiff seek or accept detail work through the Township of Clark Police Department. 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

OT details pursuant to her assumed duties at The UCPO, ⁵ Plaintiff 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.

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

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 ^{date this agreement is signed by plaintiff} ~~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 Releasers, 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} ~~police~~ 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 pension 'buy out'; and

additionally the parties shall enter into a stand still / holding agreement
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.

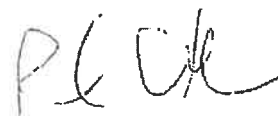
By:


Susan Ricci

Dated:

2/19/2011

Attest:


Paul Lestrone, 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 Castorena
Atty at Law
State of NJ

By: John F. Laezza
The Township of Clark

Attest: Josephine D. Laezza
Notary Public

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	✓			



new jersey division of pensions and benefits
member benefits online system

at home | my new jersey | people | business | government | opportunities

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 04/01/1988
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 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:

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

11/18/2010 11:11:11 AM

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 resume 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 the 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

Name. Susan Ricci

RE:

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

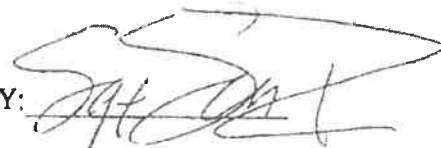
EXHIBIT B

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 MacGulloch 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

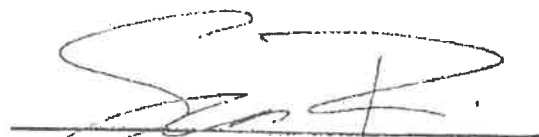

SUSAN RICCI

EXHIBIT D



GENERAL RELEASE AND SETTLEMENT AGREEMENT

THIS GENERAL RELEASE AND SETTLEMENT AGREEMENT (hereinafter referred to as the "Release") is made by Releasors Steven Francisco, Martin Venezia, and Eric Richter (hereinafter referred to as "Releasors" (includes themselves and their legal representatives and agents), and the Township of Clark, its Agents, Employees and Representatives including its administrators, officers, agents and employees, Township of Clark Police Department, Sal Bonaccorso and John Laczka (hereinafter collectively referred to as "Clark") for the following purposes and with reference to the following background.

BACKGROUND

A. Steven Francisco, Martin Venezia, and Eric Richter are retired employees of the Clark Police Department;

B. Steven Francisco, Martin Venezia, and Eric Richter filed a Complaint with the New Jersey Superior Court, Union County under Docket # UNN-L-3425-14 for a failure to promote them in violation of their civil rights;

C. Clark brought disciplinary charges against Martin Venezia that resulted in the imposition of a three day suspension under a Final Notice of Disciplinary Action dated under IA Number 15-27603. Venezia appealed the suspension, and it is currently pending before the Superior Court of New Jersey under Docket Number UNN-L-884-17;

D. Clark brought additional disciplinary charges against Martin Venezia that resulted in the issuance of a Final Notice of Disciplinary Action dated May 10, 2017 under IA Number 16-37360 seeking to impose a 32 day suspension. Venezia appealed

the proposed suspension, and it is currently pending before the Office of Administrative Law under Docket No. CSV 07813-2017N;

E. Clark has denied, and continues to deny, any and all liability for all the claims alleged by Releasors and denies that Clark violated any laws or engaged in any unlawful or wrongful conduct, or discriminated or retaliated against the Releasors or deprived them of any of their rights in any manner; and

F. The Parties desire to make a full and final settlement of any and all of Releasors' claims and potential claims against Clark, known or unknown, asserted or unasserted, based on any facts, events, acts or omissions, whether now known or unknown, occurring on or before the effective date of this Release, without any judicial, administrative, or arbitral resolution of them and without any admission with respect to any issues presented or capable of being presented except for the separate agreement by Clark to pay Venezio and Richter for their accrued sick days, with current balances in the amounts of \$12,500 due to Richter on March 31, 2018 (based on total payout of \$20,000, less prior payment of \$7,500) and \$9,689.37 due to Venezio on June 30, 2018 (based on total payout of \$14,689.37 less prior payment of \$5,000).

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, and intending to be legally bound, the undersigned parties agree as follows:

1. **Non-Admission.** This Release is not, and shall not in any way be considered or construed as, an admission by Clark of any tortious conduct, or of any violation of any law, common law, or federal, state or local statute or regulation, or of any alleged duty owed by Clark to the Releasors, or of any unlawful or wrongful acts

whatsoever by Clark. The payment hereunder is made by an insurance carrier solely to avoid the inconvenience and cost of litigation and to resolve completely all of the Releasors' claims against Clark, known or unknown, asserted or unasserted, as more fully detailed in Paragraph 10, below.

2. Cooperation. Releasors agree to cooperate fully in connection with any steps required to be taken as part of their obligations under this Release.

3. Destruction of Photos, Audio, Video and Any Other Materials Relating to Any Past or Present Clark Employee or Public Official. The Releasors agree to destroy any and all physical materials and/or electronically stored data, including but not limited to audio recordings, video recordings and/or photographs, relating to any past or present employee or elected official of the Township of Clark. The Releasors further represent that they have not provided any such materials to any third party other than their attorneys and an audio forensic company in New York which returned to Plaintiff Francisco the copy of the audio recording that Releasors previously provided, that they will not provide any such materials to any other third party at any time, and that, upon receipt of the settlement payments described above, all such materials will be destroyed, including such materials within the possession of their attorneys.

4. Potentially Available Remedies for Breach of the Releasors' Duty to Destroy Photos, Audio, Video and Any Other Materials Relating to Any Past or Present Clark Employee or Public Official. The terms of paragraph 3 above are stipulated to be material terms of this Settlement Agreement. In the event of a breach of paragraph 3, the Township shall have the right to file suit in Superior Court and to obtain whatever legal and/or equitable relief the Court may deem appropriate, including but not

limited to actual damages, disgorgement of settlement monies previously paid, attorney fees, declaratory relief and any other remedies deemed appropriate. This provision shall in no way limit the right of any past or present employee or public official of the Township of Clark to bring a legal action for damages on account of violation of his or her right to privacy, or any other cause of action, should s/he believe that any of the Releasors has committed an act or omission that entitles him/her to damages or any other form of relief. Releasors retain the right to contest any alleged violation of paragraph 3 and retain the right to assert any and all defenses, including a claim under applicable Court Rules and New Jersey statute regarding frivolous litigation.

5. Injunctive Relief Available in the Event of A Breach. In the event of a breach or threatened breach by either party of any of the provisions of this Agreement, the other party shall be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages or other available forms of relief.

6. Withdrawal and Dismissal of Lawsuit and Promise Not to Sue.

Releasors understand that this Release extinguishes any claims or potential claims as to Clark, and agree not to file, revive any claims, or open a lawsuit in any way, except for the sick days payout amounts due to Venezio and Richter as set forth above in

Paragraph F. Releasors further agree not to file any other Charges with any state or federal agency against Clark and/or any of its employees, agents or administrators.

Releasors further agree that neither they, nor any person, organization, agency, or other entity on their behalf, will file, charge, claim or sue, or cause to be filed, charged, claimed or sued, any lawsuit, legal proceeding, action, or claim of any nature with any court or agency (including any action for damages, attorneys fees, injunction, declaratory, monetary, equitable or other relief) against Clark, based on any matter, fact or event occurring prior to the effective date of this Release, whether now known or unknown, or involving any continuing effects of any acts or practices which may have arisen or occurred prior to the effective date of this Release, whether now known or unknown.

Releasors understand and agree that they will not be considered a prevailing party under any statute, common law, or otherwise as a result of this Release.

7. Payments to Releasors. In exchange for the promises, Releases, and legal releases stated herein, and other good and valuable consideration, Releasors Francisco and Richter each will be paid a total of One Hundred Twenty Thousand Dollars (\$120,000.00), Releasor Venezio will be paid a total of One Hundred Thirty Five Thousand Dollars (\$135,000.00). Such payments, which are made on account of the damages they incurred in the prosecution of this litigation, will be made within thirty (30) days from the Effective Date of this Release. The Effective Date of this Release shall be the date upon which Clark receives Releasors' signed and notarized Release, a W-9 form and a child support search report for Steven Francisco, Martin Venezio, and Eric Richter.

Clark acknowledges that the monies being provided as a one-time settlement payment to the Releasors are for alleged damages attributable to purported physical illness. The Releasors agree that they are solely responsible for the payment and reporting of federal, state and/or local taxes with respect to the settlement amount and agree to waive any such claims against Clark for any liability for the reporting or payment of applicable taxes.

The payments will not be subject to any withholding and will be taxed in the manner of a 1099 form. The payments shall be made by check payable to the Law Offices of Gina Mendola Longarzo, LLC, to be held in trust for Steven Francisco, Martin Venezia, and Eric Richter, and it shall be the responsibility of counsel to distribute their portion of the settlement proceeds to them.

8. Payment by Venezia to the Township of Clark for Dismissal of Disciplinary Charges. In reference to the settlement proceeds described in paragraph 5, Releasor Martin Venezia agrees to deduct the amount of thirty nine thousand dollars (\$39,000) from the settlement monies due to him by the Township of Clark in acknowledgement of and to indemnify it for the counsel fees it expended in the disciplinary matter currently on appeal before the Office of Administrative Law. In this regard, defense counsel for the Township of Clark in this matter is authorized to withhold the amount of thirty nine thousand dollars (\$39,000) from the amount due to Venezia for payment directly to his client. In addition, the Township will dismiss with prejudice all charges contained in Venezia's Final Notice of Disciplinary Charge dated May 10, 2017 which is the subject of the appeal filed in the Office of Administrative Law, Docket No. CSV 07813-2017N (Agency Reference No. 2017-3729) and Venezia's Final Notice of Minor Disciplinary Action dated February 1, 2016, which is the subject of the appeal

filed in Superior Court under Docket Number UNN-L-884-17. Within ten days of the execution of this Agreement, the Township shall file an Amended Final Notice of Disciplinary Action and an Amended Notice of Minor Disciplinary Action in a form agreed upon by counsel, with the Civil Service Commission with regard to these charges which state that the charges have been dismissed with prejudice. At that time, the Township will also adjust all of its personnel records to reflect that Venezio received no discipline on these matters. Within ten days of Venezio's receipt of confirmation of the filing of the Amended Final Notices of Disciplinary Action with the Civil Service Commission, Venezio, through counsel, will then withdraw the appeals on both the matter pending before the Office of Administrative Law (Docket No. CSV -7813-2017N) and the matter pending before the Superior Court of New Jersey (Docket No. UNN-L-884-17). Venezio agrees that he is not a prevailing party with respect to such disciplinary charges, the dismissal of which does not constitute a judicial exoneration which would provide the basis to seek an award of counsel fees. Venezio shall not seek any further relief in connection with the dismissal of such charges but for reimbursement of the previously imposed penalty of the three day suspension from the Notice of Minor Disciplinary Action, which will be paid to Venezio when the other consideration set forth in paragraphs 7 and 8 is paid, including but not limited to an award of attorney fees, costs, damages or any other form of relief. The Township, and all of its agents and employees, further and specifically agree no action whatsoever will be taken in any manner to in any way affect or interfere with any of the Releasers' receipt of pension benefits from the New Jersey Police and Fire Retirement System.

9. Releasors's Tax Indemnification. It is understood and agreed that the payments set forth at paragraph 5 are payments on account of non-economic damages incurred in the prosecution of claims for such damages. However, Releasors agree to indemnify and hold Clark harmless from any and all federal, state, and local tax liabilities, deficiencies, levies, interest, and penalties that may be assessed as a result of not withholding income and payroll taxes on the monies paid pursuant to this Release if they fail to properly pay any taxes to which their settlement may be subject.

10. Full and Complete Settlement. Releasors agree that the payments described in paragraph 5 will be received by Releasors in full and complete settlement, as more fully detailed in paragraph 11, below, of all known or unknown claims, asserted or unasserted, of Releasors allegedly arising out of any and all conduct or actions of Clark and/or relationship with Clark, as more fully detailed in Paragraph 11 below.

11. General Release and Waiver of all Claims by Releasors. In consideration for the payment and promises described in paragraph 6, and elsewhere in this Agreement, Releasors fully release and forever discharge Clark and all of Clark's former or current directors, officers, administrators, trustees, shareholders, agents, supervisors, employees, attorneys, legal representatives, servants, insurers, any and all benefit plans, and successors and assigns, and each of them (herein "Clark" and/or "Released Parties"), of and from any and all claims, actions, causes of action, back pay, front pay, contracts, agreements, compensation, pay, promises, charges, judgments, grievances, obligations, rights, demands, debts, sums of money, salaries, wages, benefits, physical injury, pain, suffering, emotional distress, compensatory damages, punitive

damages, attorneys' fees, expenses, costs, losses liabilities, damages, or accountings of whatever nature, whether known or unknown, disclosed or undisclosed, asserted or unasserted, in law or equity, contract or tort or otherwise (herein collectively designated "Claim" or "Claims"), through the effective date of this Agreement, including, but not limited to, any and all Claims of race, gender, sex, age and national origin discrimination, retaliation, and any and all tort Claims or contract Claims or Claims for general damages, and any and all Claims arising under, made, regarding, or involving: any federal, state or local laws or under the common law; violations of any federal, state or local fair employment practices or civil rights laws or ordinances; Claims for personal injury, defamation, wrongful conduct, or wrongful discharge; the Civil Rights Acts of 1866 and 1871, as amended, 42 U.S.C. §1981; the Civil Rights Act of 1964, as amended, including Title VII; the Americans with Disabilities Act; the Age Discrimination in Employment Act, as amended; the Older Workers Benefit Protection Act; the Employee Retirement Income Security Act; the Fair Labor Standards Act; the Rehabilitation Act of 1973; Executive Order 11246; the federal Family and Medical Leave Act; state family and medical leave acts; claims alleging retaliation under the Worker's Compensation Act; the Unemployment Compensation Law; the National Labor Relations Act, as amended; any and all state wage payment and collection laws; Pickering's policies, practices, collective bargaining agreements, contracts, benefits or understandings; any Claims arising out of any relationship, including employment relationship, between or among Releasors and the Released Parties predating the effective date of this Agreement; and all Claims for employment, reemployment, or reinstatement of employment to Clark; any and all grievances, or demands for mediation or arbitration, or Claims or demands under Clark's

policies and procedures; and any and all Claims asserted, or which could have been asserted, in a state court Lawsuit referenced above, including any Claims against any current or former agents or employees of Clark.

Releasors hereby specifically waive, release and give up all Claims and rights, as described in the preceding paragraph, whether now known or unknown, which they have or may have, against Clark and the Released Parties, based on any fact, act, event, or omission, whether now known or unknown, occurring before the Effective Date of this Agreement. Releasors understand that they are waiving, releasing and giving up all Claims and rights that they know about and all Claims and rights that they may not know about. This release does not apply to Claims based on facts occurring after the Effective Date of this Agreement, to any pending workers compensation cases of the Releasors or to the sick days payout due to Venezio and Richter as referenced in the preceding paragraphs of this Agreement.

Upon the execution of this Agreement, Clark, in consideration of the release of all claims by the Releasors and other promises made by Releasors hereunder, and on behalf of themselves, their heirs, successors, assigns, executors, agents, attorneys, contractors and representatives, hereby waives, discharges, releases and gives up any claim, cause of action or damages it may have against Francisco, Richter and Venezio, their heirs, successors, assigns, executors, administrators, agents, attorneys, insurers and representatives from all of the following claims or alleged damages which arose or existed on or before the Effective Date of this Agreement and Release, known or unknown, including, but not limited to :

- a. all claims which were or could have been asserted against Releasors by Clark including, but not limited to, any claims which were or could have been asserted in the Action, including but not limited to all demands, damages and causes of action relating to or arising out of any conduct of Releasors and any aspect of their employment with Clark, such as all claims for breach of contract, breach of the covenant of good faith and fair dealing, assault and battery, common law tort, conspiracy, theft, conversion, express, implied or quasi contract (including claims for payments for vacation, sick or personal leave pay or payment pursuant to any employment practice, policy, handbook or manual), breach of confidentiality, misappropriation, unfair competition, harassment, retaliation, promissory or equitable estoppel, detrimental reliance of any sort, misrepresentation, fraud or negligence, invasion of privacy, defamation, malicious prosecution, intentional or negligent infliction of emotional distress, violations of public policy, and every other duty or obligation of any kind or description to the fullest extent permissible by law;
- b. all claims for compensatory and punitive damages, interests, costs and attorneys' fees based on events occurring prior to execution of this Settlement Agreement; and
- c. all actions, causes of action, suits, debts, dues, liabilities, obligations, costs, expenses, sums of money, controversies, accounts, reckonings, liens, bonds, bills, specialties, covenants, contracts, agreements, promises, variances, trespasses, damages (including attorneys' fees and costs), judgments, executions, claims and demands of any kind whatsoever, at law or in equity, direct or indirect, known or unknown, real or perceived, discovered or undiscovered, disclosed or undisclosed, anticipated or unanticipated, asserted or unasserted, which Clark had, now has or may currently have against Releasors, arising out of, by reason of, or relating in any way whatsoever to any

matter, cause or thing from the beginning of the world to the Effective Date of this Agreement. It is understood and agreed that this Release is limited to claims or causes of action based on events that have occurred prior to the execution of this Settlement Agreement.

12. All Parties to Bear Their Own Attorneys' Fees, Costs, and Expenses.

Each party shall be responsible solely for its or their own attorneys' fees, costs and expenses. Releasors specifically waive all claims to attorneys' fees, costs, and expenses from Clark including all claims for reimbursement to Clark or its attorneys, agents, or family members, of any attorneys' fees, costs, and expenses they have incurred or paid, or which were paid on their behalf.

13. Mutual Non-Disparagement/Good Faith Dealings: The Parties, their officials, representatives and/or agents shall not take any actions or make or solicit any statements (written or oral) which in any way disparage, criticize or otherwise reflect adversely upon any other Party (unless such statements are made under oath at a deposition, at trial or in another proceeding required by law) or which otherwise encourage any adverse action against the Parties.

14. Neutral Job Reference. In the event the Township or the Police Department is contacted by any person or entity seeking a professional, personal or character reference related to Releasors and/or their employment at the Police Department, all Parties agree that the Township and/or Police Department shall advise such person or entity that it is the policy of the Township and/or Police Department to solely provide information verifying employment, dates and title and that it will be verified that Releasors retired in good standing.

15. Applicable Law and Severability. This Release shall be governed by and construed in accordance with the laws of New Jersey, except where federal law controls. Should any provision of this Release be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Release.

16. Entire Release. This Release sets forth the entire Release between the parties and fully supersedes any and all prior Releases or understandings between the parties.

17. Releasors' Certification. Releasors agree, certify, acknowledge, and represent: (a) that they have has been and are hereby advised in writing to consult with an attorney of their choice and at their expense, prior to signing this Release; (b) that they have had adequate time and opportunity to review and discuss, and have reviewed and discussed, all of the terms and sections of this Release thoroughly with their attorney; (c) that their attorney has explained this entire Release to them; (d) that they do not waive any rights or claims that may arise after the date this Release becomes effective; (e) that they shall have and was given at least twenty-one (21) days to consider the terms and conditions of this Release before signing it; (f) that their waiver of Claims and this General Release shall not become effective until the effective date of this Release.

If Releasors decide to sign this Release before the expiration of the 21-day period, Releasors specifically acknowledges that they have had sufficient time and opportunity to review and understand the terms of this Release and specifically waives and gives up any rights for additional time or opportunity to review it.

The checks for payment of the amounts set forth above shall be delivered to Releasors' attorney in the foregoing manner: Lawyers Service.

RELEASORS FURTHER CERTIFY, ACKNOWLEDGE, AND REPRESENT THAT THEY ARE ABLE TO READ AND UNDERSTAND ENGLISH, THAT THEY UNDERSTAND ALL OF THE PROVISIONS HEREIN, WITH THE ADVICE AND ASSISTANCE OF THEIR ATTORNEY, AND THAT THEY MAKE THIS RELEASE KNOWINGLY AND VOLUNTARILY. RELEASORS ACKNOWLEDGE THAT THEY HAVE NO PHYSICAL OR MENTAL PROBLEM, CONDITION, OR IMPAIRMENT OF ANY KIND WHICH HAS INTERFERED WITH THEIR ABILITY TO READ AND UNDERSTAND THE MEANING OF THIS RELEASE OR ITS TERMS. RELEASORS FURTHER REPRESENT THAT IN SIGNING THIS RELEASE, THEY DO NOT RELY ON ANY PROMISES OR REPRESENTATIONS MADE BY ANYONE OTHER THAN THOSE STATED SPECIFICALLY HEREIN.

18. Full Knowledge. Releasors further warrant, represent, and agree that in signing this Release, they do so with full knowledge of any and all rights which they may have with respect to Clark, other Released Parties, or the Lawsuit.

19. Headings. The headings of the paragraphs in this Release are for convenience only and shall not control or affect the meaning or construction of, or limit the scope or intent of, any of the provisions of this Release.

20. Effective Date. The effective date of this Release shall be the date upon which Clark receives Releasors' signed and notarized Release, a W-9 form and a

child support search report for Steven Francisco, Martin Venczio, and Eric Richter from his attorney.

21. ADEA WAIVER

Francisco, Richter and Venczio acknowledge that they are releasing all rights and claims arising under the Age Discrimination in Employment Act. To satisfy the requirements of the Older Workers' Benefit Protection Act, 29 U.S.C. § 626(f), the parties agree as follows:

a. Francisco, Richter and Venczio acknowledge that they have read and understand the terms of this Agreement.

b. Francisco, Richter and Venczio are hereby advised to consult with an attorney prior to executing this Agreement. Francisco, Richter and Venczio represent that they have consulted with their attorney of record in the civil litigation and have received all advice they deem necessary concerning this Agreement.

c. Francisco, Richter and Venczio acknowledge that they have twenty-one (21) days to consider this Agreement, although they may, in the exercise of their own discretion, sign or reject it at any time before the expiration of the twenty-one (21) day period. Francisco, Richter and Venczio acknowledge that they have taken as much time as necessary to consider whether to enter into this Agreement and have chosen to enter this Agreement freely, knowingly, and voluntarily.

d. For a seven (7) day period following the execution of this Agreement, Francisco, Richter and Venczio may revoke this Agreement by delivering a written revocation to the law firm of Methfessel & Werbel, attorneys for Clark, at 2025 Lincoln Highway, P.O. Box 3012, Edison, NJ 08818, attention: Eric L. Harrison, Esq. This

Agreement will not become effective or enforceable until after the end of this revocation period.

IN WITNESS WHEREOF, and intending to be legally bound, Releasors and

Clark have executed this General Release as of the dates set forth below.

By: Martin Venzio

By Martin Venzio Dated: 1/8/18
(Signature)

I CERTIFY that on 1/8/18, Martin Venzio personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

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

Gina Mendola Longarzo, Attorney at Law-State of New Jersey

By: Steven Francisco

By Steven Francisco Dated: 1/8/18
(Signature)

I CERTIFY that on 1/8/18, Steven Francisco personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

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

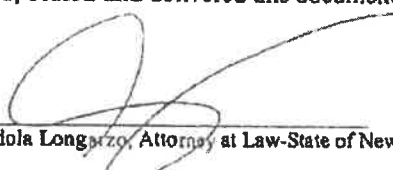
Gina Mendola Longarzo, Attorney at Law-State of New Jersey

By: Eric Richter

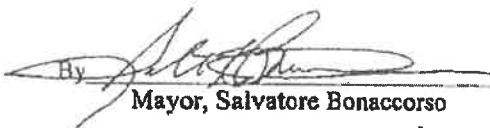
By Eric M. Richter Dated: 01/08/2018
(Signature)

I CERTIFY that on 1/8/18, Eric Richter personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

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

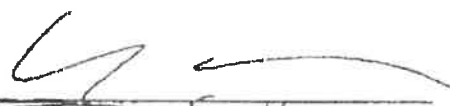

Gina Mendola Longmire, Attorney at Law-State of New Jersey

By: Township of Clark

By  Dated: 1/8/18
Mayor, Salvatore Bonaccorso

I CERTIFY that on 1/8/18, Salvatore Bonaccorso personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

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


Joseph Triarsi, Esq.
Attorney at Law
State of New Jersey

DOCKET NO. 1-3425-14

DOCKET NO. 1-3425-14

JAN 08 2018

CAMILLE M. KENNY
J.S.C.

CIVIL ACTION
ORDER OF
DISMISSAL/DISPOSITION

ERIC RICHTER

MARTIN VENZIO

vs

TOWNSHIP of CLARK

CLARK POLICE DEPT

SAL BONA CORSO

JOHN LAZZA

05	Tried to Comp. w/ jury	23	Settled before trial date assigned
07	Tried to comp. w/o jury	04	Partially tried
08	Default	24	Settled after TD but before trial
09	Summary Judgment		w/o aid of Court
10	Dismissed w/Prejudice	24	Settled after TD assigned but before trial
11	Dismissed Rule 1:13		with aid of Court
12	Dismissed w/o Prejudice	24	Settled on TD but before trial commences
14	Transfer to another County		w/o aid of Court
15	Transfer to another Court	24	Settled on TD but before trial commences
18	Reinstated		with aid of Court
45	Inactivated	25	Settled while scheduled for Arbitration
29	Settled by Conference w/Judge	26	Settled while scheduled for other CDR
27	Settled Friendly Hearing Comp.	28	Settled by other CDR
82	Default Judgment-Prf. hrg. comp.	17	Settled by Statutory ARB/50 day dismissal

It is further ORDERED that the plaintiff/defendant shall serve a copy of this ORDER on the plaintiff/defendant within 10 days of the above date.

COMMENTS TERMS & SETTLEMENT PLACED ON RECORD

Attorneys are to sign on lines provided below:

for DeAF for all ITS
Five Harbors for Ginsburg for

~~HON. CAMILLE M. KENNY, J.S.C.~~

cc: all counsel