

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (“Agreement”) is made and entered into by and between KELLY CONNELLY (“Plaintiff” or “Connelly” or “Releasor”) on her own behalf and on behalf of her respective past and present heirs, successors, assigns, representatives, legal representatives, agents, trustees, executors and administrators, and the TOWNSHIP OF PISCATAWAY, and POLICE OFFICER ALAN BARBOIU (in his official and individual capacity) including all of its officers, employees, agents, directors, representatives, elected officials, and appointed officials of the Township, past and present, (“Defendants” or “Releasees”). Plaintiff and Defendants are collectively referred to herein as “The Parties.”

WHEREAS, on or about April 11, 2022, Plaintiff filed a Complaint against Defendants, Township of Piscataway and Alan Baboiu, in the Superior Court of New Jersey, Docket Number MID-L-1794-22 (the “Complaint” or the “Claim”);

WHEREAS, the Complaint alleges various violations, including but not limited to: violations of the New Jersey Law Against Discrimination and Conscientious Employee Protection Act;

WHEREAS, Defendants have filed an Answer denying and contesting each of the allegations asserted in the Complaint;

WHEREAS, Defendants believe they acted lawfully and properly in all respects and specifically deny any and all liability for the claims alleged by Plaintiff;

WHEREAS, the Parties having negotiated and settled this matter on February 28, 2023;

WHEREAS, the Parties desire to settle fully, permanently and finally all differences, actual or potential claims between them, including but not limited to the Claim and any event relating to, arising out of, or in connection with the claims asserted against the Defendants and/or

any event related to or arising out of Plaintiff's employment relationship up to the date of the execution of this Agreement, and to terminate any and all claims which have been or may have been made against Defendants and/or officers, employees, agents, directors, representatives, elected officials, and appointed officials of the Township, past and present, which settlement shall constitute the good faith settlement of all claims and causes of action which may exist in favor of Plaintiff against Defendants, except as expressly stated in this Agreement; and

WHEREAS, the Parties have negotiated with the aid of their respective counsel and Mediator, Elizabeth Y. Moon, Esq., and now wish to resolve each of their respective claims and defenses and settle all claims;

NOW THEREFORE, in consideration of the mutual agreements and releases set forth herein and for additional good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the Parties hereby agree as follows:

1. Settlement payment. Within thirty (30) business days after receipt by Defendant's counsel, Botta Angeli, LLC, 50 South Franklin Turnpike, Ramsey, NJ 07446, (Natalia R. Angeli, Esq.) of the last of the following: (i) this agreement, fully executed by Plaintiff, (ii) a fully executed Stipulation of Dismissal With Prejudice against Defendants (to be held by Defendants in escrow until disbursement or settlement funds), (iii) IRS Form W-9s, **type written** and fully executed by Plaintiff and her counsel; and (iv) Child Support Judgment Search; Defendant, Township of Piscataway, will pay the total gross amount of THIRTY THOUSAND DOLLARS and NO CENTS (\$30,000.00) (the "Settlement Payment"), to be paid as follows: (a) A check payable to "Peter Katz Attorney Trust Account" in the amount of \$30,000.00. Said payment represents full settlement for any alleged damages sought by Plaintiff in connection with her employment with the Township of Piscataway.
2. Taxation of settlement payment. Plaintiff agrees to pay any amount that may be determined to be due and owing as taxes, interest and penalties arising out of the Settlement Payment received by her herein and described in paragraph 1. Plaintiff further agrees to hold Defendants

harmless against, and indemnify Defendants for any taxes, withholding liability, fine, penalty or claim that may be incurred as a result of the Settlement Payment, including without limitation, attorneys' fees, costs and disbursements incurred in prosecuting any such tax- or indemnity-related action.

3. No admission of liability. Plaintiff acknowledges and agrees that Defendants and the other Releasees do not admit, and specifically deny, any liability to Plaintiff, and any wrongdoing or violation of any law, statute, regulation, agreement or policy, and that Defendants is entering into this agreement and providing the payments and benefits set forth herein solely for the purposes of (a) amicably resolving all claims which Plaintiff had, has or may have against the Releasees; and (b) avoiding the attorneys' fees and other costs that will result from further litigation. Plaintiff acknowledges and agrees that no findings of any kind have been made by any court of law or administrative agency with respect to the validity or merits of any claim asserted by her in the action, and that she is not the prevailing party in any action against any of the Releasees.
4. Non-Disparagement: Plaintiff, Defendant Alan Barboiu, members of the Governing Body, and Supervisors of the Township of Piscataway Police Department, agree that they shall not make or cause to be made negative comment about, or in any way disparage the other Party or cause any such disparaging comments to be made to the other Party.
5. COMPLETE RELEASE.
 - a. For and in consideration of the Settlement Payment provided by Defendants pursuant to this Agreement and other good and valuable consideration, Plaintiff, for herself, and her spouse and her attorneys, heirs, dependents, beneficiaries, executors, administrators, successors, and assigns, agrees to release and forever discharge, and by this instrument does release and forever discharge the Releasees from all Claims of any nature whatsoever, including without limitation all Claims asserted in the Complaint, whether known or unknown, which Plaintiff had, has or

may have against the Releasees from the beginning of time until the date Plaintiff executes this Agreement.

- b. Plaintiff promises not to sue Defendants and/or officers, employees, agents, directors and representatives of the Township, past and present, and understands that in executing this Agreement that she is *inter alia* releasing any and all claims of retaliation, whistleblowing, unjust dismissal, breach of contract, invasion of privacy, intrusion upon seclusion, defamation, breach of promise, misrepresentation, fraud, negligence, wrongful denial of benefits, intentional or negligent infliction of emotional distress, unlawful discrimination or harassment, including but not limited to those based on age, sex, race, color, religion, genetic status, national origin, citizenship, veteran status, sexual orientation, gender orientations, disability, workers' compensation union status or any other status protected by applicable law. These include the release of any and all appeals, grievances, actions and claims against the Township, and its agents, attorneys, officers, directors, commissioners, councilmembers, mayor, employees, and successors or assigns in any forum, including but not limited to any claims she may have under the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. Sec. 621 et. seq. (ADEA), as further amended by the Older Workers Benefit Protection Act; Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Sec. 2000(e) et. seq. ("Title VII"); the New Jersey Civil Rights Act, N.J.S.A. 10.6-1, et. seq. the Reconstruction Era Civil Rights Act, as amended, 42 U.S.C. Sec. 1981 et. seq. ("CRA" of 1991); the Sarbanes Oxley Act of 2002; the American with Disability Act, 42 U.S.C. Sec. 12101 et seq. ("ADA"), the Family and Medical Leave Act, 29 U.S.C.A. Sec. 2601 et seq. ("FMLA"); the Fair Labor Standards Act, 29 U.S.C. Sec. 201 et seq. ("FLSA"); the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. Sec. 1001 et seq. ("ERISA"); the Consolidated Omnibus Reconciliation Act of 1985, 29 U.S.C. Sec. 1162, et seq. (COBRA"); the Occupational Safety & Health Act, 29 U.S.C. Sec. 651, et seq.; the Worker Adjustment and Retraining Notification Act ("WARN"), 29 U.S.C. Sec. 2101, et seq.; Executive Order 11246; the anti-retaliation provisions of the False Claims Act, 31U.S.C. Sec. 3730(h), the New Jersey Law Against Discrimination, N.J.S.A.

10:5-1 et seq. (“LAD”); the New Jersey Conscientious Employee Protection Act, N.J.S.A. 34:19-1 et seq. (“CEPA”); the New Jersey Family Leave Act, N.J.S.A. 34:11-B-1 et seq. (“FLA”); the New Jersey Freedom from Intimidation Act, N.J.S.A. 34:19-9, et. seq.; the New Jersey Wage & Hour Law, N.J.S.A. 34:11-56a, et seq.; the NJ SAFE Act, N.J.S.A. 34:11C-1 et seq.; New Jersey Public Employees’ Occupational Safety and Health Act (“PEOSHA), N.J.S.A. 34:6A-25 et seq.; the State of New Jersey’s public employment laws, including but not limited to, Title 11A and Title 40A of the New Jersey Statutes and Title 4A of the New Jersey Administrative Code; all express or implied contracts between Employee and the Township, including any collective bargaining agreement; and the common law doctrines, including any alleged tortious or defamatory conduct; and/or any and all other federal, state or local statutes, laws, rules, ordinances, policies and constitutions.

- c. This release also includes all claims Plaintiff had, has or may have for wrongful discharge, constructive discharge, breach of contract (whether express or implied), breach of the covenant of good faith and fair dealing, promissory estoppel, reliance, fraud, misrepresentation, defamation, libel, slander, retaliation, public policy, interference with contract or prospective economic advantage, intentional or negligent infliction of emotional distress, mental anguish, liquidated damages, punitive damages, and any other common law claims arising from or based upon any conduct occurring up to and including the date of the complete execution of this Agreement.
6. No other claims or lawsuits. Plaintiff represents that, other than the action, there are no claims pending with any local, state or federal agency or court, any charges, lawsuits, grievances, arbitrations, or requests for investigation seeking damages on her own behalf against Releasees.
7. Nondisclosure: The Parties acknowledge and agree that they will not disclose the terms and existence of the Agreement with members of the press or media and/or on social media except that as a governmental entity, the Township may be obligated to disclose a copy of

this Agreement to persons under the New Jersey Open Public Records Act or common law. Notwithstanding the foregoing, Plaintiff and her attorney as well as Defendant Barboiu and his attorney will agree that they will not disclose the terms and existence of the Agreement with members of the press or media and/or on social media, unless the Township first releases a copy of the Agreement pursuant to law. This agreement shall not prevent Plaintiff or her counsel from discussing the terms and/or existence of the Agreement otherwise with members of their friends, family, accountants, employees or as otherwise required by law.

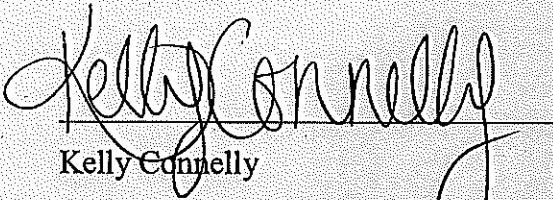
8. Severability. The provisions of this Agreement are severable, and if any part of this Agreement is found by any court to be illegal or unenforceable, the other provisions shall remain fully valid and enforceable.
9. Binding agreement. This Agreement shall be binding upon and inure to the benefit of Defendants and Plaintiff's heirs, administrators, representatives, executors, parents, successors, affiliates, and assigns.
10. Entire agreement. This Agreement sets forth the entire agreement between the parties, and fully supersedes any and all prior oral or written agreements or understandings between the parties pertaining to the subject matter of this Agreement. This Agreement can be modified, amended or revoked only by express written consent signed by both Plaintiff and Defendants. Plaintiff acknowledges that in executing this Agreement, she has not relied on any other representation, statement or promise by the Releasees regarding this Agreement other than those expressly contained herein.
11. Governing law. This Agreement is made and entered into in the State of New Jersey, and shall in all respects be interpreted, enforced and governed under the laws of the State of New Jersey without regard to any principles of conflicts of law. The language of all parts of this agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either of the parties.

12. Headings. The headings or titles of the paragraphs contained herein are for guidance purposes only and have no force or effect, nor do they in any way alter the terms or meaning of this agreement.
13. Agreement is knowing and voluntary. Plaintiff represents and acknowledges that she has read this entire Agreement, fully understands all of its terms and effects, and is entering into this Agreement knowingly, voluntarily, and of her own free will. Plaintiff further represents and acknowledges that the Defendants or Defendants' Counsel has not made any representations, statements, promises, inducements, threats or suggestions to influence her to sign this Agreement, except those statements which are expressly set forth herein.
14. Consultation with attorney. Plaintiff represents and agrees that she has been represented in the action by Peter Katz, Esq., independent legal counsel of her own choosing, and that she has had an adequate opportunity to ask any question she may have of her attorneys prior to executing this Agreement, and that her attorney has answered any questions that she may have.

***** SIGNATURES APPEAR ON NEXT PAGE *****

This Agreement (including all of the pages above) contains a release of all known and unknown claims that Plaintiff had, has, or may have had. By signing this Agreement, Plaintiff agrees that she is giving up all claims of any kind that she had, has, or may have had against Defendants including, but not limited to, claims asserted in her Complaint. This includes all claims that she had, has, or may have had as of the date she signs this Agreement, whether or not she knows about those claims. By signing below, Plaintiff also acknowledges and represents that she understands this Agreement; and that she is voluntarily entering into and agreeing to this Agreement. This Agreement contains 8 pages, inclusive of this page.

Kelly Connelly,

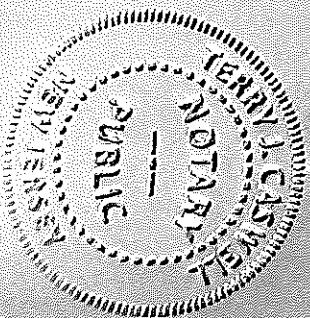

Kelly Connelly

Sworn to before me on this 25

day of April, 2023.



Notary Public



TERRY J. CASWELL
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 1/8/2025

This Agreement (including all of the pages above) contains a release of all known and unknown claims that Plaintiff had, has, or may have had. By signing this Agreement, Plaintiff agrees that she is giving up all claims of any kind that she had, has, or may have had against Defendants including, but not limited to, claims asserted in her Complaint. This includes all claims that she had, has, or may have had as of the date she signs this Agreement, whether or not she knows about those claims. By signing below, Plaintiff also acknowledges and represents that she understands this Agreement; and that she is voluntarily entering into and agreeing to this Agreement. This Agreement contains 8 pages, inclusive of this page.

Kelly Connelly

Kelly Connelly

Sworn to before me on this _____
day of _____, 2023.

Notary Public

Alan Barboui



Alan Barboui

Sworn to before me on this _____
day of _____, 2023.

Notary Public