

PATTI & PATTI, LLC

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October 15, 2022

Via UPS Overnight Delivery

Tracey S. Cosby, Esq.
134 Evergreen Place
Suite 301
East Orange, NJ 07018

Via UPS Overnight Delivery

Graham K. Staton, Esq.
Inglesino Webster Wyciskala & Taylor, LLC
600 Parsippany Road, Ste 204
Parsippany, NJ 07054

Re: **Gardner v. Bocchino, et. al.**
Docket No.: ESX-L-6471-18

Dear Counselors:

Enclosed are the following settlement documents:

1. Release/Settlement Agreements
2. Child Support Judgement Search
3. Executed W-9

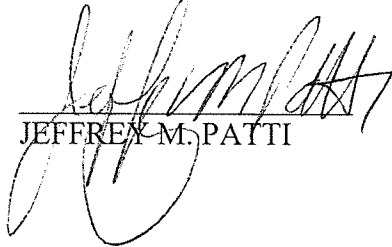
Kindly forward Stipulations of Dismissal at your convenience.

Further, Ms. Cosby, although the Release as written states two separate checks from East Orange, kindly request just one total check be tendered made to "Patti & Patti, LLC attorney trust account and Khari Gardner." Thank you.

Very truly yours,

PATTI & PATTI LLC

By:


JEFFREY M. PATTI

JMP/

Enclosures

cc: Mr. Khari Gardner

UPS 1Z F06 V55 22 1001 478 1 – Cosby, Esq.

UPS 1Z F06 V55 22 1001 479 0 – Staton, Esq.

SETTLEMENT AGREEMENT

This Settlement Agreement and Release ("Agreement") is given on this 15th day of October, 2022, by Plaintiff **KHARI GARDNER** ("Plaintiff"), a resident of East Orange, and Defendants **TOWNSHIP OF BLOOMFIELD, TOWNSHIP OF BLOOMFIELD POLICE DEPARTMENT, DETECTIVE JAMES ROMANO, and DETECTIVE HARRY NORRIS** (collectively the "Township") having their principle place of business at 1 Municipal Plaza, Bloomfield, New Jersey, 07003, and non-party **GARDEN STATE MUNICIPAL JOINT INSURANCE FUND** ("GSMJIF"), having its principle place of business at 900 Route 9 North, Suite 503, Woodbridge, New Jersey 07095 (collectively with the Township, the "Bloomfield Defendants")(hereinafter collectively with Plaintiff, the "Parties"), and having reached the within Agreement in final settlement of any and all disputes between and among the parties from the beginning of time until the effective date of this Agreement, and provide as follows:

WHEREAS, on or about September 13, 2018, Plaintiff filed a lawsuit against the Township in the Superior Court of New Jersey, Law Division, Essex County and given the Docket Number ESX-L-6471-18 (hereinafter the "Lawsuit"); and

WHEREAS thereafter the Township answered Plaintiff's claims against them and denied any and all liability; and

WHEREAS thereafter the Parties engaged in certain discovery; and

WHEREAS as the result of ongoing settlement discussions, the Plaintiff agreed to dismiss his claims against the Township and Plaintiff and the Township and GSMJIF agreed to amicably resolve their difference as follows; and

NOW, THEREFORE, in consideration of the promises and obligations set forth herein, and for other good cause and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, it is hereby mutually agreed by Bloomfield Defendants and Plaintiff as follows:

1. **Recitals:** The aforesaid recitals are hereby adopted and incorporated herein as if repeated in full.
2. **Settlement Payment:** Within thirty (30) days of the Effective Date, as defined below, the GSMJIF shall cause to be paid the total sum of SEVENTY-SIX THOUSAND DOLLARS (\$76,000.00) ("Settlement Payment").
 - a. The Settlement Payment shall be made payable as follows:
 - i. One payment of SEVENTY-SIX THOUSAND DOLLARS (\$76,000.00) to "Patti & Patti, LLC Trust Account on behalf of and in trust for Khari M. Gardner," as for any and all remaining damages, alleged by Plaintiff, and shall be tendered to Jeffrey M. Patti, Esq., Patti & Patti, LLC, 255 Woodport Road, Sparta, New Jersey 07871.
 - b. The term "Effective Date," as used in this Agreement, shall mean the date after all of the following occur: (i) the Township Council of the Township of Bloomfield and the Commissioners of the GSMJIF approve this Agreement; (ii) Plaintiff provides the Bloomfield Defendants with all of the following: (a) Plaintiff's signed Agreement; (b) W-9 Forms; (c) a child support search report; (d) executed stipulation of dismissal with prejudice for the pending lawsuit.
3. **Taxes:** Plaintiff acknowledges and agrees that all federal and state income taxes and/or penalties relating to the payment of the Settlement Payment is his sole responsibility.

Plaintiff further acknowledges and agrees that the Bloomfield Defendants have not made any representations about the taxability of the Settlement Payment. Plaintiff and his attorney further covenant and agree that each will indemnify the Township and GSMJIF for any taxes and/or penalty sought from or assessed to the Township and/or the GSMJIF by any state or federal governmental agency, including without limitation Social Security payroll taxes ("FICA"), state and/or federal disability payments, unemployment taxes, and/or state and/or federal income taxes arising from payment of the Settlement Payment.

4. **Releases:** Plaintiff and his predecessors, successors, assigns, employees, partners, affiliates, associates, agents, representatives, directors, officers, members, subsidiaries, related corporations, parent companies, shareholders, principals, under writers, insurers, attorneys ("Plaintiff's Entities") and Plaintiff's Entities' Predecessors, successors, assigns, employees, partners, affiliates, associates, agents, representatives, directors, officers, members, subsidiaries, related corporations, parent companies, shareholders, principals, under writers, insurers, and attorneys hereby and fully and finally release, acquit, and forever discharge the Bloomfield Defendants and their predecessors, successors, assigns, employees, partners, affiliates, associates, agents, representatives, directors, officers, members, subsidiaries, related corporations, parent companies, shareholders, principals, under writers, insurers, elected officials, appointed professionals and attorneys ("Bloomfield Defendants' Entities'") and the Bloomfield Defendants' Entities' predecessors, successors, assigns, employees, partners, affiliates, associates, agents, representatives, directors, officers, members, subsidiaries, related corporations, parent companies, shareholders, principals, under writers, insurers, and attorneys from any and all actions, debts, claims, counterclaims, defenses, demands, liabilities, damage is, causes of

action, costs, expenses, in dentures, fees and, compensation of every kind in nature whatsoever, in law or in equity, in contract or in tort or the like, including but not limited to any claims or causes of action for breach of contract, negligence, retaliation, harassment and/or discrimination based upon, other things, disability, handicap, sex, age or race, negligent or intentional infliction of emotional distress, defamation, any claims arising under the United States Constitution, the New Jersey Constitution, or any other federal, state or local statute, ordinance or law Plaintiff's claims under (collectively "Claim"), that Plaintiff of the Plaintiff's Entities may have or ever had asserted in or may have or claims to have in the future relating to the Lawsuit, whether known or unknown, raised or could have been raised prior to the date of this Agreement, from the beginning of time to and including the date of this Agreement, against the Bloomfield Defendants or the Bloomfield Defendants' entities.

Plaintiff does not waive (1) the right to enforce or challenge this Agreement; (2) the right to file any unwaivable charge or complaint; (3) rights or claims that cannot lawfully be released; and/or (4) claims arising after the date Plaintiff signs this Agreement.

Plaintiff represents that, as of the date he signs this Agreement, he has not filed any other complaint, charge, claim or action against the Bloomfield Defendants or the Bloomfield Defendants' Entities with or before any court, organization, governmental entity or administrative agency.

5. **Dismissal/Withdrawal or Litigation:** The parties agree to file with the Superior Court of New Jersey, Essex County, a Stipulation of Dismissal with Prejudice of the Action bearing docket number ESX-L-6471-18, with each party to bear its own costs and attorneys' fees. The Stipulation of Dismissal with Prejudice shall not be filed with the court until after the

settlement payments described in Paragraph 2 of this Agreement have been sent to Plaintiff's counsel.

6. **No Further Actions:** Plaintiff promises and agrees that he will not report, file, re file, appeal, initiate or cause to be filed or initiate any complaint, action, grievance or other proceeding, based upon, arising out of, or related to any allegations, facts, Claim, pleading or causes of action asserted in the Lawsuit except as otherwise permitted by law
7. **Future Cooperation:** Plaintiff promises and agrees that he shall not solicit, encourage, participate, assist or cooperate in any claim or action against the Bloomfield Defendants that is based upon, arising out of, or related to any allegation, facts, claim, pleading or cause of action asserted in the Lawsuit ("Similar Actions"), unless required to do so by law. If a Court Order, lawful subpoena or deposition notice is served on Plaintiff requiring him to testify in any Similar Action, he shall place Bloomfield Defendants on written notice within five (5) days via overnight mail or confirmed facsimile and regular mail, so that Bloomfield Defendants may make the appropriate application to quash or for a protective order. Notice shall be directed as set forth below.
8. **Non-Admissibility:** The parties agree that this Agreement and the allegations, facts, claims, pleadings or causes of actions asserted in the Lawsuit shall not be admissible in any future complaint, action, grievance or other proceeding that is not based upon, arising out of, or related to any allegations, facts, Claim, pleading or causes of action asserted in the Lawsuit, as proof of any of the Parties' liability or purported damages or for any other evidentiary purpose that this Agreement and the allegations, facts, Claims or causes of actions asserted in the Lawsuit could be offered for.

9. **Confidentiality/ Non-Disparagement:**

- a. Plaintiff agrees to keep the fact of, and all terms and conditions of, this Agreement confidential (including but not limited to the amount of the settlement payment). Neither Plaintiff nor his representatives shall disclose to any third party (other than Plaintiff's spouse, retained counsel and tax advisors) the existence of this Agreement or any of the terms and conditions of this Agreement, except in connection with an action to challenge or enforce this Agreement or as may be required pursuant to law or legal process. This Agreement or any of its terms and conditions shall not otherwise be disclosed or admissible in any litigation or proceeding in any forum. In response to any inquiries concerning the status of this action, Plaintiff and or his representatives shall respond that "the matter has been resolved." Plaintiff affirmatively recognizes his obligation under this agreement to communicate this confidentiality obligation to his spouse, retained counsel, and/or tax advisors at the time of any permissible disclosure and to disclose to such persons only if they agree to be bound by the confidentiality provisions of this Agreement. By executing this Agreement, Plaintiff certifies that he has not disclosed the existence of this Agreement or any of the terms and conditions of this Agreement to any third party and acknowledges that the Defendants relied upon that representation it determining to enter into this Agreement.
- b. To the extent permitted by governing law, Plaintiff also agrees to keep the facts, circumstances, allegations, and documents underlying this resolution confidential. Notwithstanding any promise of confidentiality herein, such provision is

unenforceable against Bloomfield Defendants if Plaintiff publicly reveals sufficient details of the claim so that the employer is reasonably identifiable.

- c. The provisions of this Agreement do not bar such disclosure as may be compelled by Court Order, subpoena, or other lawful process; for compliance with any federal, state or other applicable law or regulation; or in order to challenge or enforce this Agreement. However, should Plaintiff be served with legal process that might invade the confidentiality provisions of this Agreement, unless expressly prohibited by governing law, he shall place Bloomfield Defendants on written notice within (5) days via overnight mail or confirmed facsimile and regular mail, so that Bloomfield Defendants may make the appropriate application to quash or for a protective order. Notice shall be directed as set forth below.
- d. Notwithstanding the foregoing, the Parties acknowledge and agree that as a governmental entity and/or governmental employee, Bloomfield Defendants may be obligated to disclose a copy of this Agreement to persons under the New Jersey Open Public Records Act or common law.
- e. Plaintiff agrees that he shall not make any disparaging statement (oral, written, or electronic), whether direct or implied, about Bloomfield Defendants or Bloomfield Defendants' Entities.

10. **Breach:** The parties hereby further agree and covenant, as a condition of Bloomfield Defendants' performance of their obligations arising from this Agreement, that any violation or breach by Plaintiff of Paragraphs three (3) through nine (9) and their subparts set forth above in this Agreement, will cause irreparable harm to Bloomfield Defendants and shall entitle them to seek monetary damages and whatever other remedies are available

to them to the fullest extent permissible under governing law including, but not limited to, injunctive and other relief, to redress damages which may occur as a direct or indirect result of a breach of Plaintiff's obligations set forth herein. In the event of a breach, Bloomfield Defendants may move in a summary action to enforce this Agreement. Plaintiff further agrees that in the event of a breach, he shall not contest or oppose any application by Bloomfield Defendants for a preliminary and permanent injunction from any court of competent jurisdiction. In the event it should become necessary for a party to bring an action to enforce this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

11. **No Admission of Liability:** It is expressly understood and agreed that the payment of the Settlement Payment is made to compromise a disputed claim and that it is not to be construed as an admission of liability on the part of the Bloomfield Defendants by whom liability is expressly denied. There is no prevailing party in this litigation.
12. **Attorneys' Fees:** The Settlement Payment is inclusive of attorneys' fees and costs. The Defendants are not obligated to pay any monies in excess of the Settlement Payment, as described in Paragraph 2 of this Agreement.
13. **Liens:** Plaintiff represents and warrants that he is not Medicare eligible and/or enrolled and that Medicare has not (pursuant to 42 U.S.C. §1395y(b) and the corresponding regulations) made any conditional payments for medical services or items provided to Plaintiff and arising from or relating to any claim, accident, occurrence, act, error, omission, bodily injury, disease, loss, or damages that are subject to the Agreement herein. In consideration of the promises made by the defendants in this Agreement, including but not limited to payment of the Settlement Payment, Plaintiff agrees that Plaintiff shall be responsible for

satisfying any future claims for reimbursement of conditional payments that may be asserted by Medicare, and that the Bloomfield Defendants shall have no obligation to satisfy any such claims for reimbursement. Plaintiff and/or his estate agree to investigate and assume any responsibility and/or liability to pay any current Medicare liens that may be related to the injury in question. Further, Plaintiff and or his estate agree to pay any future Medicare liens that may arise that are determined to be related to the injury that is the subject of the Lawsuit.

14. **Entirety:** This Agreement constitutes the entire understanding between the parties here too, represents the final written expression of the parties with respect to the subject matter here of, and may not be amended, altered or modified except in a writing signed by all parties to this Agreement.
15. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without reference to choice of law rules. The parties hereby agree that any disputes and/or issues arising out of or by virtue of this Agreement, including but not limited to the enforcement of its terms, shall be venued in New Jersey Superior Court, Law Division, Essex County.
16. **Terms Deemed Invalid:** In the event that any provision of this Agreement shall be determined to be invalid, unlawful or ineffective, the remaining provisions of this Agreement shall not be affected thereby and shall remain in full force and effect.
17. **Preparation:** The Parties acknowledge that this Agreement has been prepared by attorneys for each of the parties. Therefore, the Parties acknowledge that this agreement is a joint product and shall not be construed for or against any party on the ground of sole authorship.

18. **Acknowledgement of the Parties:**

- a. Each of the Parties has carefully read and understands the terms and conditions of this Agreement, each Party has been advised by counsel as to the meaning and legal implications of this Agreement, each Party understands the terms and consequences of this Agreement, each party is fully aware of the legal and binding effect of this Agreement and each Party executes this document as its own free act.
- b. Plaintiff further certifies, acknowledges and represents that he is able to read and understand English, that he understands all of the provisions herein, with the advice and assistance of his attorney, and that he enters into this Agreement knowingly and voluntarily. Plaintiff acknowledges that he has no physical or mental problem, condition, or impairment of any kind which has interfered with his ability to read and understand the meaning of this Agreement or its terms. Plaintiff further represents that signing this Agreement, he does not rely on any promises or representations made by anyone other than those stated specifically herein.

19. **Waiver of Breach:** The waiver by any party of a breach of any provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach, nor shall any waiver of any provision of this Agreement in any instance be deemed to be a waiver of any other provision in any other instance.

20. **Authority to Bind:** The Parties all represent that he, she or it is duly authorized to execute this Agreement, and to enter into the settlement described here end, and that the person signing this Agreement has the authority to bind the party for whom he or she is signing this Agreement. No undertaking or obligation contained herein conflicts with any contracts or obligations to which any of the Parties to this Agreement is a party. The Parties further

represent they are the current and exclusive owners of all claims they are releasing and are agreeing to dismiss pursuant to this Agreement, that they have not assigned to any person or entity any of the claims or rights which they are releasing or agreeing to dismiss pursuant to this Agreement, add to that no other person may assert any claim or right released or dismissed pursuant to this Agreement or any claim based on or derived from any claim or right released or dismissed under this Agreement.

21. **Binding:** This Agreement shall be binding upon, enforceable against, and inure to the benefit of all the Parties, and their respective predecessors, successors, assigns, employees, partners, affiliates, associates, agents, representatives, directors, officers, members, subsidiaries, related corporations, parent companies, shareholders, principles, elected officials, appointed professionals and under writers.
22. **Further Assurances:** The Parties each agree to take all reasonable steps necessary to effectuate the terms of this Agreement.
23. **Counterparts/Facsimile or Electronic Signature:** This Agreement may be executed in separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument, and such execution may be evidenced by signatures delivered by facsimile or electronic transmission. Delivery of an executed copy of this Agreement by facsimile or electronic mail shall be equally as effective as delivery of a manually-executed copy of this Agreement.
24. **Notices:** All notice required under this Agreement shall be sent to the Parties via Certified Mail, Return Receipt Requested, or by nationally-recognized overnight courier, with copies to the following:

- a. For Plaintiff:

i. Jeffrey M. Patti, Esq., Patti & Patti, LLC, 255 Woodport Road, Sparta, New Jersey 07871.

b. For Bloomfield Defendants:

i. Nicholas A. Grieco, Esq., Inglesino, Webster, Wyciskala & Taylor, LLC, 600 Parsippany Road, Suite 204, Parsippany, New Jersey 07054;

ii. Town Clerk, Township of Bloomfield Town Hall, 1 Municipal Plaza, Bloomfield, New Jersey 07003;

iii. Town Attorney, Township of Bloomfield Town Hall, 1 Municipal Plaza, Bloomfield, New Jersey 07003.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS HEREOF, the parties identified below, execute this Agreement.

For Plaintiff:

By: Khari Gardner

Khari M. Gardner

10/15/2022

Witness: [Signature]

For Defendants:

By: _____

Witness: _____



* * * CHILD SUPPORT JUDGMENT SEARCH * * *
NEW JERSEY SUPERIOR COURT

556-1750-20

RE: TT-34581

CERTIFIED TO:

TOWN TITLE AGENCY
EAST 40 MIDLAND AVE 1ST FL
PARAMUS NJ 07652

CHARLES JONES LLC HEREBY CERTIFIES THAT IT HAS SEARCHED THE INDEX OF
THE CIVIL JUDGMENT AND ORDER DOCKET OF THE SUPERIOR COURT OF NEW JERSEY
AND DOES NOT FIND REMAINING UNSATISFIED OF RECORD THEREIN A JUDGMENT
FOR CHILD SUPPORT PURSUANT TO N.J.S.A. 2A:17-56.23(B) EXCEPT AS SET
FORTH BELOW AGAINST:

KHARI GARDNER

SSN: XXX-XX-3568

*** Name is CLEAR ***

FROM

TO

09-01-1992 10-07-2022

DATED 10-07-2022
TIME 08:45 AM

FEES: \$ 10.00
TAX: \$ 0.00
TOTAL: \$ 10.00

CJ22-286-02957 286 0740286 01

CHARLES JONES LLC
P.O. BOX 8488
TRENTON, NJ 08650

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Jeffrey M. Patti	
	2 Business name/disregarded entity name, if different from above Patti & Patti, LLC	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☒ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. 255 Woodport Rd.	Requester's name and address (optional)
	6 City, state, and ZIP code Sparta, NJ 07871	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

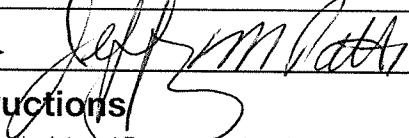
Social security number								
			-					
or								
Employer identification number								
8	2		-	3	0	4	3	6
							4	4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 10/15/2022
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.