

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is made and entered into by and between JEANNE COOK ("Plaintiff" or "Cook") 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 BOROUGH OF BOGOTA, including all of their agents, former and present elected officials, appointed officials, employees and/or assigns, in their individual and official capacities ("Defendants"). Plaintiff and Defendants are collectively referred to herein as "The Parties."

WHEREAS, on or about April 24, 2021, Plaintiff filed a Complaint against the Defendants in the Bergen County Superior Court of New Jersey, Docket Number BER-L-2730-21. Said Complaint was thereafter amended on August 22, 2021, and again on August 5, 2022. (the "Complaint");

WHEREAS, the Complaint alleges that the Defendants violated the New Jersey Law Against Discrimination;

WHEREAS, Defendants have filed an Answer denying and contesting each of the allegations asserted in the original Complaint, First Amended Complaint, and Second Amended 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 June 29, 2023 with the aid of their respective counsel, and Mediator, The Honorable Robert L. Polifroni, P.J.Cv. (Ret.), and now wish to resolve each of their respective claims and defenses and settle all claims consistent with the terms of this Agreement as set forth below;

WHEREAS, the Parties desire to settle fully, permanently and finally all differences, actual or potential claims between them, including but not limited to the Complaint 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 with the Defendants, 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 and representatives of the Borough, 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

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 of 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, (iii) IRS Form W-9s, **type written** and fully executed by Plaintiff and her counsel; (iv) Child Support Judgment Search, and (v) Governing Body Approval, Defendant, Borough of Bogota, on behalf of Defendants, will pay the gross amount of TWO HUNDRED AND FIFTY THOUSAND DOLLARS and NO CENTS (\$250,000.00) (the "Settlement Payment"). Said payment represents full settlement for any alleged damages sought by Plaintiff in connection to her Complaint.
 - a. The Settlement Payment will be made payable to the TURST ACCOUNT OF ERIC V. KLEINER, ESQ". (The Dkt. # and case caption can appear in memo portion of settlement check).
 - b. As a special settlement benefit and in consideration of the Release executed by Plaintiff herein, the Borough of Bogota shall pay Plaintiff this one-time settlement payment for all alleged damages attributable to purported emotional distress,

physical manifestations, pain and suffering, physical illness and/or physical injury within.

- c. The Settlement Payment set forth herein and as otherwise referenced in this Agreement, constitutes the full consideration to be paid for the making of this Agreement and the discontinuance with prejudice of the Litigation.

2. Taxation of settlement payment. Plaintiff agrees to consult with her financial specialist, and if required, 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. The parties covenant that Plaintiff is not being paid for any lost wages.
3. Stipulation of Dismissal. Simultaneous with the execution of this Agreement, Plaintiff shall cause her counsel to execute an original stipulation of dismissal against Defendants with prejudice with respect to the action (Docket No. BER-L-2730-21) as well as any other forms or papers necessary to effectuate the prompt discontinuance of the action with prejudice.
4. 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 are 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.

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 Action, 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 understands that in executing this Settlement Agreement and General Release ("Agreement") that he 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 Borough, and its agents, attorneys, officers, directors, commissioners, councilmembers, Mayor, employees, and successors or assigns in any forum, including but not limited to any claims he 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, 31 U.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 Borough, 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 as a governmental entity and as governmental employee, the Employer and the employees 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, Releasor and her 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. This agreement shall not prevent Releasor 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. In addition, if Releasor is asked by a prospective employer as to the result of the litigation, Releasor can respond and explain the litigation as well as the existence of the settlement agreement.
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 have 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 Eric V. Kleiner, 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.

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.

Plaintiff,

Jeanne Cook

Jeanne Cook 7-18-23
Jeanne Cook

DATED: JULY 18, 2023

Sworn to before me on this 18th
day of July, 2023.

E. Kleiner

Notary Public -

**(ERIC KLEINER, ESQ. ATTORNEY IN NEW JERSEY LICENSED
IN GOOD STANDING SINCE 1988 WHO IS BY COURT RULE
IDENTIFIED AS PERMITTED TO PERFORM NOTARY FUNCTION
WITHOUT A SEAL IN STATE OF NEW JERSEY).**

BOTTA ANGELI, L.L.C.

Natalia R. Angeli, Esq.

Attorney ID#: 017062005

50 South Franklin Turnpike

Ramsey, New Jersey 07446

(201) 818-6400

Attorneys for Defendant,

Borough of Bogota

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION : BERGEN COUNTY

JEANNE COOK,

Plaintiff,

vs.

Docket No. BER-L-2730-21

CIVIL ACTION

BOROUGH OF BOGOTA [ITS EMPLOYEES,
DESIGNEES,
OFFICERS/SUPERVISORS/ELECTED
OFFICIALS, MANAGERS RESPONSIBLE
FOR CAUSING PLAINTIFF'S INJURIES];
BOGOTA BOROUGH ADMINISTRATOR
JOSEPH SCARPA [SUED IN HIS
INDIVIDUAL, REPRESENTATIVE AND
OFFICIAL CAPACITIES]; JOHN/JANE
DOE/S 1-10, (*FICTITIOUS NAME/S OF
OFFICERS/PERSONS RESPONSIBLE FOR
CAUSING PLAINTIFF'S INJURIES NOT
KNOWN TO PLAINTIFF AT THE TIME OF
THE FILING OF THE 1ST AMENDED
COMPLAINT*); ABC CORPORATION/S
[CORP.], 1-10, (*FICTITIOUS NAMES
INTENDING TO DESIGNATE THE ENTITY
OR ENTITIES RESPONSIBLE FOR CAUSING
INJURIES NOT KNOWN TO PLAINTIFF AT
THE TIME OF THE FILING OF 1ST
AMENDED COMPLAINT*).

Defendants.

**STIPULATION OF DISMISSAL WITH
PREJUDICE**

IT IS hereby stipulated and agreed by and among the parties that the above-captioned action be and is hereby dismissed in its entirety with prejudice, without rights of appeal, with each party to bear its own costs and attorneys' fees.

Eric Kleiner, Esq.
Attorneys for Plaintiff

By: 
ERIC KLEINER, ESQ.

[Separate Stipulation of Dismissal signed as to Def. Scarpa to the same terms herein above.
This document o be held in escrow until award is paid].
Dated: 7-27-23

Natalia R. Angeli, Esq.
Attorneys for Defendant
Borough of Bogota

By: _____
NATALIA R. ANGELI, ESQ.

Dated:

Mary C. McDonnell, Esq.
Attorneys for Defendant
Joseph Scarpa

By: _____
MARY C. MCDONNELL, ESQ.

Dated:

Mary C. McDonnell, Esq. - Attorney ID #: 045271992
PFUND MCDONNELL, P.C.
139 Prospect Street, 2nd Floor
Ridgewood, NJ 07450
(201) 857-5040

Attorneys for Defendant, Joe Scarpa

Plaintiff(s)

JEANNE COOK

vs.

Defendant(s)

BOROUGH OF BOGOTA, [ITS
EMPLOYEES, DESIGNEES,
OFFICERS/SUPERVISORS/ELECTED
OFFICIALS, MANAGERS RESPONSIBLE
FOR CAUSING PLAINTIFF'S INJURIES];
BOGOTA BOROUGH ADMINISTRATOR
JOSEPH SCARPA, [SUED IN HIS
INDIVIDUAL, REPRESENTATIVE AND
OFFICIAL CAPACITIES]; JOHN/JANE
DOE/S 1-10, (*FICITIOUS NAME/S OF
OFFICERS/PERSONS RESPONSIBLE FOR
CAUSING PLAINTIFF'S INJURIES NOT
KNOWN TO PLAINTIFF AT THE TIME OF
THE FILING OF 2ND AMENDED
COMPLAINT*); ABC CORPORATION/S
[CORP.], 1-10, (*FICTITIOUS NAMES
INTENDING TO DESIGNATE THE ENTITY
OR ENTITIES RESPONSIBLE FOR
CAUSING INJURIES NOT KNOWN TO
PLAINTIFF AT THE TIME OF THE FILING
OF THE 2ND AMENDED COMPLAINT*)

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION – BERGEN COUNTY

DOCKET NO. BER-L-2730-21

CIVIL ACTION

**STIPULATION OF DISMISSAL AS TO
DEFENDANT JOSEPH SCARPA ONLY**

The matter in difference in the above-entitled action having been amicably adjusted by and between all parties and Defendant(s), Joseph Scarpa, it is hereby stipulated that the Complaint and any and all Crossclaims be and are hereby dismissed with prejudice and without costs as against either party as to Defendant Joseph Scarpa only. This Stipulation of Dismissal is subject to the full and final settlement between the Plaintiff and the Defendant Borough of Bogota.

Eric Kleiner, Esq.
Attorneys for Plaintiff

By: _____

ERIC KLEINER, ESQ.

*TO BE HELD IN ESCROW AND NOT EXECUTED UNTIL THE PLAINTIFF RECEIVES
THE PFULL SETTLED PAYMENT/AWARD IN HAND FROM THE OTHER DEFENDANT/S.
Dated: 7-18-23

Natalia R. Angeli, Esq.
Attorneys for Defendant
Borough of Bogota

By: _____

NATALIA R. ANGELI, ESQ.

Dated:

Mary C. McDonnell, Esq.
Attorneys for Defendant
Joseph Scarpa

By: _____

MARY C. MCDONNELL, ESQ.

Dated:

JEANNE COOK

TITLE	BOROUGH CLERK	
ANNUAL SALARY	\$	66,300.00
LENGTH OF SERVICE		16.26 YEARS
DATE OF SEPARATION		2/21/2022
REASON		RESIGNED

JOSEPH SCARPA

TITLE	BOROUGH ADMINISTRATOR	
ANNUAL SALARY	\$	135,000.00
LENGTH OF SERVICE		7 YEARS
DATE OF SEPARATION		2/3/2022
REASON		TERMINATED