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THE CITY of EAST ORANGE

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CYNTHIA S. BROWN
CITY CLERK

TED R. GREEN
MAYOR

November 20, 2023

John Paff
opra+request-55078-f4989343@requests.opramachine.com

Re: OPRA Request

Dear Mr. Paff:

I am writing to respond to your request for government records from the City of East Orange. You requested the following:

1. Settlement Agreement or Release that resolved Duane Dooley v. Lt. Raymond Garcia, et al, Docket No. ESX-L-1149-20
2. For Detective Lieutenant Raymond Garcia, his or her "name, title, position, most recent annual salary, length of service, date of separation and the reason therefore." (See N.J.S.A. 47:1A-10).
3. All CDR-1, CDR-2, special forms of complaint and other forms of complaint issued against Duane Dooley regarding events occurring on or about October 30, 2018.

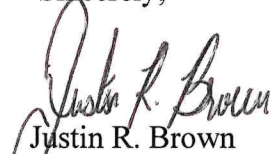
For item number 1, please see attached.

For item number 2 per the Human Resources Department, Raymond Garcia- \$137,747.15(base salary) Title: Police Captain. He is currently employed and has been a member of the PD for 21 years.

For item number 3, We are still working on this item and will need an extension beyond seven days, we expect to provide a response on or before Friday December 1st. Thank you for your patience.

Thank you for your attention to this matter.

Sincerely,


Justin R. Brown
Deputy City Clerk
JRB

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SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (hereinafter the "Agreement") is made this 31 day of August, 2023, by and among the Plaintiff, Duane Dooley and the Defendants, Lt. Raymond Garcia (now Captain), Officer Joseph Boutsikaris, City of East Orange, the East Orange Police Department, all of their officers, officials, agents, servants and employees; all other City of East Orange and East Orange Police Department officers, officials, and employees, including, but not limited to those named or otherwise named with fictitious designations or those who could have been or should have been named as Defendants in the lawsuit entitled Duane Dooley v. Lt. Raymond Garcia, Officer J. Boutsikaris, John Does 1-20 (Fictitious Individuals), East Orange Police Department, City of East Orange, ABC Corps 1-30 (Fictitious Corps.), Jointly and Severally, Official and Individual Capacities, Docket No. ESX-L-1149-20; Inservco Insurance Services, Inc., and Claims Resolution Corporation, Inc., all of which are hereinafter collectively referred to as the "Municipal Defendants" or the "City", a municipal corporation of the State of New Jersey, interchangeably, without any admissions of liability and for the purpose of avoiding further consumption of time and future costs of litigation.

WITNESSETH:

WHEREAS, Plaintiff filed a Complaint against the Municipal Defendants before the Essex County Superior Court, captioned Dooley v. Garcia, et al., and given the Docket Number ESX-L-1149-20; and

WHEREAS, based upon the allegations in his Complaint, Plaintiff sought to recover monetary damages against the Municipal Defendants; and

WHEREAS, the Municipal Defendants filed Answers along with Affirmative Defenses to Plaintiff's Complaint and to Plaintiff's Amended Complaint wherein the Municipal Defendants denied

Plaintiff's allegations against the Municipal Defendants as well as denied the factual and legal viability of Plaintiff's claims against the Municipal Defendants; and

WHEREAS, the Plaintiff and the Municipal Defendants have been represented by independent counsel of their choice and have engaged in extensive discovery to date; and

WHEREAS, the Plaintiff and the Municipal Defendants wish to settle this matter instead of proceeding forward with any litigation, including any potential appeals, and any and all other claims, charges, complaints, grievances, disputes or other potential actions of any kind whatsoever between them; and

WHEREAS, the Plaintiff acknowledges and agrees that the payment provided for herein is given as consideration for: (1) his agreement to voluntarily release, dismiss, waive and relinquish all claims, complaints, charges, administrative actions and civil actions of any kind against the Municipal Defendants, (2) his agreement not to make any further claims against the Municipal Defendants, including, but not limited to any claims for attorney's fees and (3) is conditioned upon the acceptance by the Plaintiff of all of the terms and conditions of this Agreement; and

WHEREAS, this Agreement and the settlement herein shall not be construed as an admission of wrongdoing, in any manner, by the Municipal Defendants and the Municipal Defendants expressly deny each and every allegation made by the Plaintiff and

WHEREAS, this Agreement is entered into for reasons other than the merits of Plaintiff's claims and solely to avoid the time and expense of litigation, including, but not limited to, any potential appeals; and

WHEREAS, in consideration of the mutual covenants and promises contained herein and intending to be legally bound, Plaintiff and the Municipal Defendants mutually agree as follows:

1. The settlement of this matter is contingent upon foregoing litigation of any and all

potential claims of any kind, whether known or unknown, by Plaintiff against the Municipal Defendants and by the Municipal Defendants against the Plaintiff.

2. **Release of Plaintiff's Claims Against the Municipal Defendants.** It is hereby understood and agreed that Plaintiff, for and in consideration of the payment of monies, does hereby knowingly, irrevocably and unconditionally release and forever discharge, for himself, his heirs, executors, administrators, representatives and assigns, the Municipal Defendants as well as any of the City's governing bodies, related entities and any of the City's predecessors, successors, present or former assigns, present or former agents, present or former directors, present or former insurance carriers, present or former co-insurers, present or former re-insurers, present or former employees and present or former members, of and from all manner of action(s), cause(s) of action and suit(s), including but not limited to, any claims, future claims, demands, obligations, claims arising under any state or federal statute, counterclaims, defenses, demands, liabilities, damages, costs, expenses, counsel fees, liens debts, sums of money, accounts, reckonings, bonds, bills, claims for attorney's fees, interest, contracts or claims for compensation, in law or in equity, civil or criminal, vested or contingent, which the Plaintiff ever had, now has or presently asserts or which the Plaintiff's children, spouses, parents, relatives, heirs, executors, representatives, assigns or administrators hereafter can, shall or may assert in the future, it being the intention of the Plaintiff to release the Municipal Defendants from any and all claims of any nature, up to the date of this Agreement, unrestricted in any way by the nature of the claim, including, but not limited to all matters which were asserted or could have been asserted in any action or claims identified above or any matter arising out of, in any way related to the incidents, claims, assertions, contentions, facts, or evidence connected to the litigation previously referenced in this Agreement and bearing the docket number of ESX-L-1149-20.

3. **Release of the Municipal Defendants' Claims Against Plaintiff.** It is hereby understood and agreed that the Municipal Defendants do hereby knowingly, irrevocably and unconditionally release and forever discharge, for themselves (jointly, severally, or individually), their heirs, executors, administrators, representatives, assigns, employees, officers and directors, Plaintiff and any and all of Plaintiff's predecessors, successors, assigns, executors, administrators, attorneys and agents, and all persons acting by, through, under or in concert with Plaintiff, of and from all manner of action(s), cause(s) of action and suit(s), including but not limited to, any claims, debts, sums of money, accounts, reckonings, bonds, bills, claims for attorney's fees, interest, expenses and costs, contracts or claims for compensation, in law or in equity, civil or criminal, vested or contingent, which the Municipal Defendants ever had, now have or presently assert or which the Municipal Defendants' heirs, executors, representatives, assigns or administrators hereafter can, shall or may assert in the future, it being the intention of the Municipal Defendants to release Plaintiff from any and all claims of any nature, up to the date of this Agreement, unrestricted in any way by the nature of the claim, including, but not limited to all matters which were asserted or could have been asserted in any action or claims identified above or any matter arising out of, in any way related to the incidents, claims, assertions, contentions, facts, or evidence connected to the matter previously referenced in this Agreement and bearing the docket number of ESX-L-1149-20.

4. **Settlement Payment.** It is understood and agreed that any payment under this Agreement is made conditional upon receipt of a fully executed original of this Agreement, and a Stipulation of Dismissal With Prejudice. It is further agreed that payment shall be made under this Agreement to counsel for Plaintiff and/or on Plaintiff's behalf within forty-five (45) days of the complete execution and approval of this Agreement. It is furthermore agreed that the City, shall pay

the sum of FORTY-TWO THOUSAND, FIVE HUNDRED (\$42,500.00) DOLLARS (hereinafter referred to as "Settlement Payment") to Plaintiff.

It is specifically understood and agreed that the amount paid under this Agreement includes all attorney's fees to which Plaintiff and/or his attorney may be entitled. Neither Plaintiff nor anyone acting on his behalf shall make application, in connection with this matter, for any monies other than the Settlement Payment.

5. **Acknowledgment of Parties.** Each of the parties has carefully read and understands the terms and conditions of this Agreement and each party has been advised by counsel as to the meaning and legal implications of this Agreement and executes this document and all releases and conditions contained within knowingly and voluntarily.

6. **No Claims Permitted/Covenant Not To Sue.** The Plaintiff represents that this matter is concluded in its entirety and he will not file any complaint, charges or grievances against the Municipal Defendants, with any local, state or federal agency, court, or other entity and that he will not file, at any time hereafter, for any claims, known and unknown, that exist through and up to the date this agreement is executed. Plaintiff agrees not to voluntarily initiate, instigate or participate in the investigation or prosecution of any action by any local, state or federal agency, court or other entity and agrees not to contact any local, state or federal agency, court or other entity regarding the Municipal Defendants, unless specifically subpoenaed to appear or otherwise required to act by court order. Plaintiff specifically, knowingly and voluntarily, waives the right to damages or payment of any kind relating to any matter filed by any agency against the Municipal Defendants. Nothing in this Agreement shall limit the Plaintiff's rights to enforce the terms and conditions set forth in this Agreement.

7. **Attorney's Fees And Expenses:** It is specifically understood and agreed that the

amount paid under this Agreement includes all attorneys' fees and costs to which Plaintiff may have been entitled and the Settlement Payment is specifically intended to be inclusive of all attorneys' fees and costs.

8. **Tax Consequences.** The Municipal Defendants make no representation regarding the Federal and State tax consequences of the Settlement Payment and shall not be responsible for any tax liability, interest or penalty, liens or claims incurred by Plaintiff, which in any way arise out of or is related to said Settlement Payment. Plaintiff shall be responsible for the payment of any Federal or State taxes or claims or liens thereunder required by law to be paid with respect to this Settlement Payment.

9. **Medicare and Medicaid.** Plaintiff represents and warrants that neither Medicare nor Medicaid has made any payment for medical services or items pursuant to 42 U.S.C.A. 1395y and the corresponding regulations, or otherwise, relating to the claimed injuries and damages that are the subject of the lawsuit entitled, Dooley v. Garcia, et al., et al. Docket No. ESX-L-1149-20. Plaintiff further acknowledges and agrees that the Municipal Defendants have no obligation or responsibility to pay any past or future injury-related medical expenses that have arisen or may hereafter arise out of or relate in any way to the claims asserted in the lawsuit entitled, Dooley v. Garcia, et al., Docket No. ESX-L-1149-20 and that the Municipal Defendants have no obligation or responsibility to reimburse Medicare, Medicaid, the Centers for Medicare and Medicaid Services, or any other entity or person for any such past or future medical expenses. Plaintiff acknowledges and agrees that it is his responsibility alone to reimburse such entities for any payments made on his behalf for such past or future medical expenses. Plaintiff further agrees to indemnify and hold the Municipal Defendants harmless from any and all claims, demands, liens, subrogated interests and/or causes of action of any nature or character that have been or may in the future be asserted by Medicare

and/or Medicaid and/or persons acting on behalf of Medicare or Medicaid concerning medical, hospital or other expenses arising out of claims asserted in the lawsuit entitled, Dooley v. Garcia, et al., Docket No. ESX-L-1149-20 or concerning any claim based on inaccurate or inadequate information provided by Plaintiff concerning his status as a Medicare or Medicaid beneficiary. Plaintiff acknowledges and agrees that the Municipal Defendants are relying upon Plaintiff's representations regarding my Medicare and Medicaid status, and the Municipal Defendants are also relying upon Plaintiff's representations herein concerning Plaintiff's obligation to satisfy any past or future claims or liens asserted by Medicare, Medicaid, or any other person or entity. Plaintiff acknowledges and agrees that any misrepresentations by Plaintiff or on Plaintiff's behalf concerning such matters are and shall be deemed a material breach of this Agreement.

10. **Counterparts/Facsimile 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 transmission. Delivery of an executed copy of this Agreement by facsimile shall be equally as effective as delivery of a manually-executed copy of this Agreement.

11. **Terms Deemed Invalid and Severability.** 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.

12. **Governing Law.** The 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.

13. **Authority To Bind.** The Municipal Defendants and Plaintiff each represent that he or it is duly authorized to execute this Agreement, and to enter into the settlement described herein, 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 party to this Agreement is a party. The parties further represent that he or it is the current and exclusive owner of all claims which he or it releases or agrees to dismiss pursuant to this Agreement; that he or it has not assigned to any person or entity any of the claims or rights which he or it releases or agrees to dismiss pursuant to this Agreement, and 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.

14. **Binding Agreement.** This Agreement shall be binding upon, enforceable against, and inure to the benefit of the Municipal Defendants and the Plaintiff, and all of their respective predecessors, successors, assigns, employees, partners, affiliates, associates, agents, representatives, directors, officers, members, subsidiaries, related corporations, parent companies, shareholders, principals, and underwriters.

15. **No Publicity, Disparagement or Disclosure of Confidential Information.** Plaintiff and the Municipal Defendants agree that they shall not issue any public communication, written, verbal or otherwise, that disparages, criticizes or otherwise reflects adversely upon either the Plaintiff or the Municipal Defendants or which encourages any adverse action against either the Plaintiff or the Municipal Defendants, provided that each is permitted to testify truthfully under oath pursuant to subpoena. Additionally, the Plaintiff and the Municipal Defendants agree not to disparage or make or solicit any comments, statements, or the like to the media, future/prospective employers or to other third parties, that may reasonably be expected to lead to unwanted or unfavorable publicity or may reasonably be considered to be derogatory or detrimental to the good name or business reputation of each other or to each other's heirs, assigns, predecessors, successors, agents, officers, employees, directors, former employees, principals, subsidiaries,

insurers, co-insurers, re-insurers and representatives.

Plaintiff and his counsel agree that they will not disclose the terms of this Agreement, or the amount to be paid hereunder, to any individuals or entities, including but not limited to, members of the press and media, present and former officers, employees and agents and other members of the public, except to the extent required by law. This prohibition does not include disclosure to Plaintiff's attorneys, accountants, financial advisors, spouses, insurers or governmental taxing authority, as to whom Plaintiff agrees to relay and/or read the confidentiality requirements of this Agreement and be legally responsible for any disclosures resulting in a breach of the conditions set forth herein.

All parties to this Agreement agree and acknowledge that this section is a material term of this Agreement, the absence of which would have resulted in the Municipal Defendants' refusal to enter into this Agreement.

Any breach, by Plaintiff, of the requirements of any aspects of the non-disparagement, no publicity or non-disclosure of confidential information clauses featured in this section shall subject Plaintiff to damages as set forth in the "Breach of Agreement" section of this Agreement.

16. **Breach of Agreement.** In the event of a breach of any of the terms contained in this Agreement, the breaching party shall be liable for whatever damages should result.

17. **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.

18. **No Admission of Liability.** This Agreement is a settlement by the parties of the litigation herein described and does not constitute an admission of liability by any of the parties but is made solely as a compromise to the disputed claims between the parties, and shall not be

admissible by anyone in any proceeding other than an action to enforce any of its terms and provisions. Neither the Plaintiff nor the Municipal Defendants will ever claim to be the prevailing party in this matter, in any subsequent litigation or in any threatened litigation.

19. **Entire Agreement and Amendments.** This Agreement constitutes the entire understanding between the parties hereto, represents the final written expression of the parties with respect to the subject matter hereof, and may not be amended, altered or modified except by a writing signed by both the Municipal Defendants and Plaintiff.

Plaintiff acknowledges that, in executing this document, he has not relied upon any statement, promise or representation, oral or written, not set forth herein.

20. **Further Assurances.** The Municipal Defendants and Plaintiff each agree to take all reasonable steps necessary to effectuate the terms of this Agreement.

21. **Inadmissible as Evidence.** This Agreement and the contents hereof shall not be admissible as evidence in any civil litigation except to enforce the terms expressed herein and shall not be deemed to be an admission of liability by any party to this Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Settlement Agreement and Release on the date hereinabove first written.

Witnessed or Attested By:

S/ Kevin T. Flood, Esq.



Plaintiff, Duane Dooley

State of New Jersey)
) ss
County of Somerset)

I certify that on this 31st day of August, 2023, Duane Dooley personally came

before me and acknowledged under oath, to my satisfaction, that the 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.

My certification expires: N/a

S/ Kevin T. Flood, Esq.

Notary Public

Law Office of Kevin T. Flood, Esq., LLC
Attorney for Plaintiff Duane Dooley

By: S/ Kevin T. Flood, Esq.
Kevin T. Flood, Esq.

Dated: 8/31/2023

City of East Orange

By: 
Solomon Steplight
City Administrator

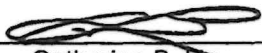
Dated:

Law Office of Steven S. Glickman, LLC
Attorney for Defendant Joseph Boutsikaris

By: s/ Steven S. Glickman
Steven S. Glickman, Esq.

Dated: 8/31/2023

Law Office of Catherine B. Liu
Attorney for Defendant Raymond Garcia

By: 
Catherine B. Liu

Dated: 8/31/2023