

Law Offices

## SCIARRA & CATRAMBONE, L.L.C.

Charles J. Sciarra\*  
Jeffrey D. Catrambone\*  
Matthew R. Curran

Deborah Masker Edwards\*  
Christopher A. Gray#  
Frank Cioffi

Of Counsel  
Cathie Perselay Seldman\*  
Alan Serrins ^

\*Admitted NJ & NY Bars  
^ Admitted NY Bar  
# Admitted NJ & PA Bars

A Limited Liability Company  
1130 Clifton Avenue  
Clifton New Jersey 07013  
Telephone: 973-242-2442  
Fax: 973-242-3118  
www.sciarralaw.com

Hamilton Office  
100 Horizon Center Blvd.  
Hamilton, New Jersey 08691  
Tel. 856-888-7066

New York Office  
The Woolworth Building  
Suite 2340  
233 Broadway  
New York, NY 10279  
Tel: 212-384-0202

November 2, 2017

**Via Lawyer's Service and E-mail**

Eric L. Harrison, Esq.  
Methfessel & Werbel, Esqs.  
2025 Lincoln Highway  
Suite 200  
Edison, New Jersey 08818

**Re:   *Robert Wysokowski***  
***v.***  
***Township of Mendham & Mendham Township Police Department***  
**Docket No.:   MRS-L-1324-14**  
**Our File No.   14-003**

Dear Mr. Harrison:

Enclosed please find the original of the Settlement Agreement and General Release which you provided to us via email today executed by Plaintiff.

Kindly provide a fully executed copy of the agreement and payment in accordance therewith. Per the agreement the time line for payment runs from today.

Thank you for your attention and courtesies.

Very truly yours,  
**Sciarras & Catrambone, L.L.C.**

By: *Jeffrey D. Catrambone /s/*  
Jeffrey D. Catrambone, Esq.

JDC/j  
Enclosure

cc:   Client (w/enc.)

|                            |                                |
|----------------------------|--------------------------------|
| ROBERT WYSOKOWSKI,         | :                              |
|                            | : SUPERIOR COURT OF NEW JERSEY |
|                            | : LAW DIVISION: MORRIS COUNTY  |
|                            | :                              |
| Plaintiff,                 | : CIVIL ACTION                 |
|                            | :                              |
| vs.                        | : DOCKET NO. MRS-L-1324-14     |
|                            | :                              |
| TOWNSHIP OF MENDHAM &      | :                              |
| TOWNSHIP OF MENDHAM POLICE | :                              |
| DEPARTMENT,                | :                              |
|                            | :                              |
| Defendants.                | :                              |
|                            | :                              |
|                            | :                              |

---

SETTLEMENT AGREEMENT & GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is made and entered into by and between Robert Wysokowski (referred to alternatively as "Wysokowski" or "Plaintiff") and the Township of Mendham and Township of Mendham Police Department (referred to alternatively and collectively as "the Township" or "Defendants"), with reference to the following facts.

RECITALS

- A. Whereas, on May 23, 2014, Wysokowski caused to be filed an action entitled *Robert Wysokowski v. Township of Mendham, Township of Mendham Police Department*, with the Superior Court of New Jersey, Morris County, bearing docket number: MRS-L-1324-14; and
- B. Whereas, Wysokowski has at all times been represented in the Action by Sciarra & Catrambone, L.L.C.; and

(Ru)

C. Whereas, Defendants have at all times been represented by Methfessel & Werbel, Eric Harrison, Esq.; and

D. Whereas, Wysokowski and Defendants now desire to settle fully and finally all differences between them.

Now therefore, in consideration of the promises and representations set forth herein the parties agree as follows:

1. **The Parties.** The parties to this Agreement are Plaintiff Robert Wysokowski and Defendants, Township of Mendham and Township of Mendham Police Department. The Agreement is the product of negotiation and compromise between Plaintiff and Defendants.

2. **Payment to Plaintiff.** In consideration of the promises, mutual covenants, understandings and agreements contained in this Agreement, and other good and valuable consideration received pursuant thereto, the receipt and sufficiency of which is hereby acknowledged by Plaintiff and Defendants, it is hereby agreed by and between the parties that Defendants and its insurance company shall pay Plaintiff a total of Six Hundred Fifty Thousand Dollars (\$650,000.00) as the total monetary economic settlement (referred to alternatively as the "settlement sum") proceeds in the following manner:

a. Defendants' insurance company shall issue a check made payable to Sciarra & Catrambone, L.L.C. Attorney Trust Account in the amount of Three Hundred Seventy-Five

*Re*

Thousand Dollars (\$375,000.00) and said payment shall be made payable within 30 days of Plaintiff's execution of the within Settlement Agreement and General Release; and

b. Defendants shall issue a check made payable to Sciarra & Catrambone, L.L.C. Attorney Trust Account in the amount of Two Hundred Seventy-Five Thousand Dollars (\$275,000.00) and said payment shall be made within 180 days of Plaintiff's execution of the within Settlement Agreement and General Release.

3. **Satisfaction of Plaintiff's Attorneys' Fees.** Plaintiff and his counsel agree that they shall not seek any attorneys' fees related to the lawsuit bearing Docket Numbers MRS-L-1324-14 other than what may be apportioned from the monetary economic settlement proceeds set forth in paragraph 2 and its subparagraphs.

4. **NON-DISPARAGEMENT:** The parties shall not take any actions, nor make or solicit any statements (written or oral) which in any way disparage, criticize or otherwise reflect negatively or adversely upon the adverse party, individually or collectively, or which would otherwise be expected to have the effect of (i) disparaging the adverse party, individually or collectively, or (ii) encouraging any adverse action against the adverse party, whether individually or collectively.

Ru

5. **CONFIDENTIALITY**: Except as otherwise required by law, the terms of this Agreement are strictly confidential. The parties agree that except as required by law, including Defendants' required compliance with the Open Public Records Act of 2001, as amended, and/or in connection with an action to challenge or enforce this Agreement, they shall not disclose to any third party, other than tax advisors, retained counsel and immediate family members, the Agreement or any details therein. Should a third party beyond such individuals inquire into the claim, the parties agree to respond that "the matter has been resolved between the parties" and to provide no further details except to the extent required by law.

6. **Stipulations of Dismissal**. Upon receipt of the payments outlined in paragraph 2 and its subparagraphs, Plaintiff's counsel will immediately forward to counsel for Defendants a Stipulation of Dismissal with prejudice for the lawsuit bearing Docket Number MRS-L-1324-14.

7. **Release**. In exchange for the promises made by Defendants herein, Plaintiff, Plaintiff's heirs, executors, administrators, fiduciaries, successors and/or assigns:

- a. Agree to the dismissal, with prejudice of the Complaint filed against Defendants bearing Docket Number MRS-L-1324-14;
- b. Unconditionally and irrevocably give up and release all claims Plaintiff has asserted or could have asserted in the lawsuit bearing Docket Number MRS-L-1324-14;
- c. Unconditionally and irrevocably give up and release all claims Plaintiff has asserted or could have asserted against Defendants from the beginning of time up and until the date of his execution of this Agreement;
- d. Unconditionally and irrevocably give up and release any and all claims which Plaintiff has asserted or could have asserted from the beginning of time up to the date he executes this Agreement, including but not limited to all claims of discrimination/retaliation, violation of Plaintiff's federal or civil rights, violations of the United States or New Jersey Constitution, discrimination (including allegations of aiding and abetting), hostile work environment or retaliation based on age, race, sex, national origin, ancestry, religion, marital status, sexual orientation, citizenship status, medical condition, handicap, or disability (as defined by the Americans with Disabilities Act, or any other federal, state or local law, including any other unlawful

discrimination or retaliation including, without limitation, any claims based upon the New Jersey Civil Rights Act, N.J.S.A. 10:6-1, et seq. ("NJCRA"), the New Jersey Law Against Discrimination, N.J.S.A. 10:5-12, et seq. ("NJLAD"), the New Jersey Conscientious Employee Protection Act, N.J.S.A. 34:19-1, et seq. ("CEPA"), the New Jersey Equal Pay Act, N.J.S.A. 34:11-56.2, the New Jersey Workers' Compensation Act, N.J.S.A. 34:15-39.1, the Employee Retirement Income Security Act of 1974, Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991, the Civil Rights Act of 1866, the Equal Pay Act, the Rehabilitation Act of 1973, 42 U.S.C. Sec. 1981, 42 U.S.C. Sec. 1983, the Americans with Disabilities Act, the Age Discrimination in Employment Act of 1967, the Older Workers' Benefit Protection Act, the Federal Family and Medical Leave Act, the Dodd-Frank Act, or any other federal, state or local law or tort cause of action;

- e. Unconditionally and irrevocably give up and release any and all claims which could arise under a collective negotiations agreement, or ordinance; or claims of quasi-contract, tort, negligence, intentional act, civil conspiracy, harassment, fraud, defamation, intentional and/or negligent infliction of emotional distress; or

*Re*

any common law claim; or any claim for punitive damages, and any other duty or obligation of any kind or description to the fullest extent permissible by law;

f. Agree to the terms and conditions of the attached Age Discrimination in Employment Act ("ADEA") waiver at Exhibit 1 of this Agreement, which releases all rights and claims arising under the ADEA and satisfies the requirements of the Older Workers' Benefit Protection Act, 29 U.S.C. § 626(f);

8. **Taxes.** Plaintiff acknowledges and agrees that all federal and state income taxes and/or penalties relating to payment of the settlement sum are Plaintiff's sole responsibility. Plaintiff further covenants and agrees that he will indemnify the Defendants for any taxes and/or penalties sought from or assessed to Defendants 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.

9. **No other interest in the claims.** Plaintiff represents and warrants that no other person or entity has any interest in the Claims that comprise or could have been raised in the Complaint, or in any other demands, obligations, or causes of action referred to in this Agreement, and that he has the sole right and exclusive authority to execute this Agreement

and receive the benefits specified. Plaintiff further represents that he has not sold, assigned, transferred, conveyed or otherwise disposed of any of the Claims which comprise the Complaint, or any other demands, obligations, or causes of action referred to in this Agreement. Plaintiff further acknowledges that the only consideration for signing this Agreement is the terms stated in this Agreement, and that no other promise or agreement of any kind has been made to him by any person or entity whatsoever to cause him to sign this Agreement; that he is competent to execute this Agreement; that he has been advised in writing and given the opportunity to consult advisors, legal or otherwise, of his own choosing; and that he fully understands the meaning and intent of this Agreement. No change to or modification of this Agreement shall be valid or binding unless it is in writing and signed by Plaintiff and Defendants.

10. **Enforceability of Agreement.** Plaintiff and Defendants understand that should either party violate any of the terms of this Agreement the parties may commence legal proceedings to recover such damages they are able to prove without affecting the validity and enforceability of this Agreement or any other rights that the parties may have.

11. **Medicare.** Plaintiff represents and warrants 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 release herein. The Parties agree that all representations and warranties made herein shall survive settlement. In consideration of the promises made by the Defendants in this Agreement, including but not limited to the settlement sum to be paid by Defendants pursuant to this Agreement, Plaintiff agrees that he shall be responsible for satisfying any future claims for reimbursement of conditional payments that may be asserted by Medicare, and that the Defendants shall have no obligation to satisfy any such claims for reimbursement.

12.     **Liens.**     All liens, current or future, against the proceeds of this Agreement are to be satisfied by Plaintiff, including but not limited to, any Medicaid liens, workers' compensation liens, Social Security liens, hospital, physician or attorneys liens, or any of the statutory, common law or judgment liens. Plaintiff agrees to indemnify and hold Defendants harmless against any claims made against Defendants by any reason of liens against this Agreement.

13.     **NJ Child Support Judgments and Patriot Act Search.** Prior to the payment being issued in paragraph 2a, *supra*,

Plaintiff's counsel will conduct a child support judgment search with respect to Plaintiff and furnish said results to Defendants' counsel pursuant to N.J.S.A. 2A:17-56.23(b). Further, prior to the payment being issued in paragraph 2a, *supra*, Plaintiff's counsel will conduct a Patriot Act search and furnish said results to Defendants' counsel.

14. **Applicable law.** This Agreement shall be governed and conformed in accordance with the laws of the State of New Jersey without regard to its conflict of laws provisions.

15. **Jointly drafted Agreement.** The parties agree that this agreement is deemed to have been drafted jointly by the parties. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

16. **Impact if provision is held to be unenforceable.** Providing the Defendants and its insurance carrier are not called upon to make any additional payment, if any provision of this Agreement is held to be void, voidable, or unenforceable by a Court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect, and the provisions so held invalid or unenforceable shall be deemed modified so as to give such provisions the maximum effect permitted by applicable law.

17.     **Representation of the parties.**     Both Plaintiff and Defendants confirm that they have been represented adequately and that they have received the advice of counsel throughout these lawsuits and with regard to the terms and conditions of this Agreement.

18.     **Notice.**

a. Any notice required under this agreement shall be served upon Plaintiff via email, facsimile and U.S. Mail as follows:

Charles J. Sciarra, Esq.  
Sciarra & Catrambone, L.L.C.  
1130 Clifton Avenue  
Clifton, New Jersey 07013  
Facsimile: (973) 242-3118  
Email: csciarra@sciarralaw.com

b. Any notice required under this agreement shall be served upon Defendants via email, facsimile and U.S. Mail as follows:

Eric Harrison, Esq.  
Methfessel & Werbel  
2025 Lincoln Highway  
Suite 200  
P.O. Box 3012  
Edison, NJ 08818  
Email: harrison@methwerb.com

19.     **Modification of Agreement.**     This Agreement may not be modified except upon express written consent of all parties wherein specific reference is made to this Agreement.

20. **Entire Agreement.** This Agreement represents the entire agreement and understanding between the parties and supersedes any prior agreement, understanding or negotiations. There are no agreements, representations, or promises, either oral or written, with respect to the subject matter of this Agreement except as expressly stated in it.
21. **Execution in Counterparts and Facsimile Signatures.** The Agreement may be executed in two (or more) counterparts, each of which counterparts, when executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute but one and the same agreement. An original signature transmitted by facsimile shall be deemed to be an original for purposes of this Agreement.
22. **No Admission of Liability.** This Agreement is a compromise of disputed claims and is not an admission of liability or wrongdoing by any party. It is entered into as a business judgment bearing in mind the cost and uncertainty of continued litigation and trial. Defendants expressly deny that they have violated any law, statute, ordinance, contract, duty, or obligation whatsoever, or that they have committed any tort, intentional act or negligent act, or engaged in any improper conduct.

IN ENTERING INTO THIS AGREEMENT, PLAINTIFF AND DEFENDANTS REPRESENT THAT THEY HAVE COMPLETELY READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT, THAT THEY HAVE LEGAL COUNSEL WHO HAVE REVIEWED THE TERMS OF THE AGREEMENT, AND THAT THE TERMS ARE FULLY UNDERSTOOD AND ACCEPTED BY PLAINTIFF AND DEFENDANTS. PLAINTIFF FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS AGREEMENT INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS PLAINTIFF HAS OR MIGHT HAVE AGAINST DEFENDANTS.

*The Plaintiff and Defendants hereto knowingly and voluntarily executed this Agreement as of the date set forth below:*

By:   
Robert Wysokowski

Dated: 11/02/17

Whereas, a duly authorized officer on behalf of the Township of Mendham and the Township of Mendham Police Department has approved the terms and conditions of this Settlement Agreement and General Release; and

Whereas, the duly authorized representative of the Township of Mendham has set forth his/her hand and seals on the date indicated below:

By:   
Signature by Township Representative

Name: Diana Orban Brown

Title: Mayor

On Behalf of the Township of Mendham and the  
Township of Mendham Police Department

Dated: 11/29/17



# **EXHIBIT 1**

**ADEA WAIVER**

Wysokowski acknowledges that he is 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. Wysokowski acknowledges that he has read and understands the terms of this Agreement.

b. Wysokowski is hereby advised to consult with an attorney prior to executing this Agreement. Wysokowski represents that he has consulted with his attorney of record in the Action and has received all advice he deems necessary concerning this Agreement.

c. Wysokowski acknowledges that he has twenty-one (21) days to consider this Agreement, although he may, in the exercise of his own discretion, sign or reject it at any time before the expiration of the twenty-one (21) day period. Wysokowski acknowledges that he has taken as much time as necessary to consider whether to enter into this Agreement and has chosen to enter this Agreement freely, knowingly, and voluntarily.

d. For a seven (7) day period following the execution of this Agreement, Wysokowski may revoke this Agreement by delivering a written revocation to the law firm of Methfessel & Werbel, Esqs., attorneys for the Township, 2025 Lincoln Highway, Suite 200, Edison, New Jersey 08818,

attention: Eric Harrison, Esq. This Agreement will not become effective or enforceable until after the end of this revocation period.

X  11/2/17

