

## **SETTLEMENT AGREEMENT, GENERAL RELEASE AND WAIVER**

### **PARTIES**

THIS SETTLEMENT AGREEMENT, GENERAL RELEASE AND WAIVER (hereinafter referred to as "Agreement") made this 27 day of August, 2024, by and among the Township of Piscataway (hereinafter "Piscataway" or "Defendant" or "Releasee(s)"), and Constance Crea (hereinafter "Crea" or "Plaintiff"), hereinafter collectively "the Parties."

### **WITNESSETH**

WHEREAS, Crea, a current employee of the Township of Piscataway, commenced a lawsuit in the Superior Court of New Jersey, Middlesex County, against the Defendant, captioned Constance Crea v. Township of Piscataway and Chief Thomas Mosier, Docket Number MID-L-1235-22, and further amended her Complaint by way of Amended Complaint filed on September 11, 2023 (the "Lawsuit"); and

WHEREAS, Crea has made various allegations against the above-named Defendant arising out of her employment with the Township and the Township, having denied such allegations made by Plaintiff, enters into this Agreement for reasons other than the merits of the Plaintiff's claims, including but not limited to avoiding additional costs of litigation and the uncertainty regarding the outcome of litigation; and

WHEREAS, named Defendant Thomas Mosier, independent hereof and not as consideration for this Agreement, has been dismissed from this suit, with prejudice, prior to settlement; and

WHEREAS, the parties have agreed to settle all claims of any nature, including but not limited to those asserted in the Lawsuit, and desire and intend to memorialize such settlement by entering into and executing this Settlement Agreement, General Release and Waiver;

**NOW, THEREFORE**, in consideration of the mutual promises and agreements set forth herein, the parties agree as follows:

1. Dismissal of Claims. Crea shall dismiss, with prejudice, in their entirety, any and all claims against Piscataway and/or any of the past or present officials, employees, departments, agents, servants, insurance carriers, or representatives of Piscataway, individually and in their official capacities, jointly and severally, asserted by Crea in the Lawsuit.

2. Release and Discharge. This Agreement shall constitute a full and final release and discharge (the "Release") of any and all claims, rights or causes of action, whether known or unknown, Crea may have against Piscataway, including but not limited to any department or parent of Piscataway, any past or present officer or employee of Piscataway, and any of Piscataway's agents, servants, individually or in their joint official capacity, and shall further release any and all claims, rights or causes of action, whether known or unknown, Crea may have against any of Piscataway's insurers and their parent, subsidiaries, agents, servants, or representatives (individually and collectively the "Releasees"). The Release shall apply to any and all claims, rights, demands, causes of action, obligations, injury, damages, expenses, compensation, or action of any kind, nature, character or description that Crea had or could have raised against Releasees, including those Crea may not be aware of and those not mentioned in this Agreement including, but not limited to, any and all claims arising from or relating in any way to Crea's employment with Piscataway, and/or participation in and/or the termination thereof, any employee benefits, compensation or other terms of employment, arising from or relating in any way to the claims that were or could have brought in the matter now pending in the Superior Court of New Jersey, Law Division, entitled Constance Crea v. Township of Piscataway, et al., under Docket No. L-1235-

22. The Release includes, but is not limited to, any claim, demand, cause of action, obligation, damage, complaint, expense, compensation, or action of any kind, nature, character, or description, whatsoever, arising out of or under any Federal, State, or municipal statute, ordinance or other law (whether common law, decisional law, or statute), rule, regulation, contract, collective bargaining agreement, executive order, or policy, including but not limited to any claim for attorneys' fees and costs; any claim in tort, such as failure to promote, retaliatory failure to hire, failure to accommodate, constructive discharge, violation of public policy, for bodily injury, emotional distress, defamation, slander, libel or false imprisonment; in contract, whether express or implied; under any Piscataway policy, procedure or benefit plan; for attorney's fees, back pay or front pay or unpaid wages of any kind; and under any federal, state or local law or ordinance, including, but not limited to, the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 621 et seq. ("ADEA"); Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et seq. ("Title VII"); the Reconstruction Era Civil Rights Act, as amended, 42 U.S.C. 1981 et seq. ("Civil Rights Act"); the Civil Rights Act of 1991, as amended 42 U.S.C. 1981 et seq. ("CRA of 1991"); the Older Workers Benefit Protection Act, 29 U.S.C. 621-634, ("OWBPA"); the Americans With Disabilities Act, 42 U.S. Code §§ 12101 -12213, ("ADA"); Employee Retirement Security Act of 1974, 29 U.S. Code Chapter 18 ("ERISA"); the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq. ("LAD"); the New Jersey Family Leave Act, N.J.S.A. 34:11B-1 et seq. ("FLA"); the federal Family Medical Leave Act, 29 U.S.C. sec. 2601; 29 CFR 825 ("FMLA"); the New Jersey Conscientious Employee Protection Act, N.J.S.A. 34:19-1 et seq. ("CEPA"); the Pregnancy Discrimination Act, Workers' Adjustment and Retraining Notification Act 29 U.S.C. 2101 et seq. ("WARN"); the Smoking Rights Law N.J.S.A. 34:6B-1 et seq. ("SRL"); the New Jersey Civil Rights Act, N.J.S.A. 10:6-1 et seq. ("NJCRA"), New Jersey Wage and Hour Law; N.J.S.A. 34:11-

56a, et. seq. ("NJWHL") and New Jersey Equal Pay Act, N.J.S.A. 34:11-56-1 et seq. ("NJEPA"); and for harassment, discrimination and retaliation of any kind, or any other possible cause of action arising under any and all other federal, state or local statutes, laws, legal decision, rules and regulations pertaining to employment, as of and prior to the date hereof, as well as any and all claims under state and federal law; as of and prior to the date hereof; and any other Federal, State or local laws, regulations or ordinances, contract, collective bargaining agreement; and any other duty or obligation of any kind or description or for attorneys' fees or costs ("Claims").

3. Lump Sum Payment and Terms.

A. Lump Sum Payment: Within thirty (30) days of: (a) the ratification and formal resolution of this Agreement by the governing body of the Township of Piscataway, (b) receipt by Defendant's counsel of fully executed Stipulations of Dismissal with Prejudice by all parties to the Lawsuit, and (c) delivery and receipt from Plaintiff of a clear child support and judgment search, Crea shall be paid the sum of Seven Hundred and Fifty Thousand Dollars (\$750,000.00) in satisfaction of all Claims, legal fees and costs of suit associated with the Lawsuit and there shall be no other payment as a result of the dismissal of any and all Claims nor for the Release. The payment shall be delivered to Plaintiff's attorney and made payable to the attorney trust account of Castronovo & McKinney, LLC, the Plaintiff's attorney of record, and shall be conditioned upon receipt of Federal Tax Form W-9 from said payee. A 1099-MISC reporting form will be issued to the Plaintiff's attorney's law firm trust account for the amount paid hereunder with Box 10 checked for "Gross proceeds paid to attorney."

B. By executing this Agreement, Plaintiff certifies that she has complied with the requirements of N.J.S.A. 2A:17-56.23b. Plaintiff understands and agrees that the settlement amount referenced in Paragraph 3A, will not be released until such time as her attorneys provide Counsel for Defendant, Township of Piscataway, with a certified copy of a child support judgment search, performed by a private judgment search company, reflecting that Plaintiff is not a child support judgment debtor. A copy of the Charles Jones Report shall be attached hereto by Plaintiff's counsel as **Exhibit A**.

C. It is specifically understood and agreed that the amount paid under this Settlement Agreement and Release includes all attorneys' fees, expert fees and costs to which Plaintiff and/or her attorney(s) may be entitled and the settlement sum is specifically intended to be inclusive of all attorneys' fees, expert fees and costs. Plaintiff understands that by executing this Settlement Agreement and Release, she releases and waives any claim and/or right to attorneys' fees, expert fees and costs in connection with the prosecution of the lawsuit. Neither Plaintiff, nor Paul Castronovo, or any other attorney or Law Firm acting on behalf of Plaintiff during the prosecution of said action shall make application for additional monies in addition to the amount set forth in Paragraph 3A, as that settlement amount includes attorney's fees, expert fees and costs incurred for the prosecution of the claims set forth in the lawsuit.

4. Warranty of Capacity to Execute Agreement. Crea represents and warrants that no other person or entity has any interest in the Claims, or in any other demands, obligations, or causes

of action referred to in this Agreement, and that she has the sole right and exclusive authority to execute this Agreement and receive the benefits specified. She further represents that she has not sold, assigned, transferred, conveyed or otherwise disposed of any of the Claims, or any other demands, obligations or causes of action referred to in this Agreement.

5. No Admission of Liability. It is agreed that in settling this matter, that Crea and Piscataway, together with its present and past officials, departments, employees, representatives, servants, and agents, are not admitting to any liability or wrongdoing in any fashion and that neither shall be deemed a prevailing party for any purpose.

6. No Admission of Liability. It is expressly understood that neither the execution of this Agreement nor any other action taken by the Defendant in connection with Plaintiff's alleged claims or this settlement, constitutes an admission by the Defendant of any violation of any law, duty or obligation, or that any decisions or actions taken in connection with Plaintiff was unwarranted, unjustified, retaliatory, discriminatory, wrongful or otherwise unlawful. It is further understood that the Defendant has entered into this Agreement for reasons other than the merits of Plaintiff's claims including to avoid the cost of litigation and that the Defendant specifically denies any liability to Plaintiff or to any other person. It is further understood that neither party is or should be deemed a prevailing party.

7. Tax Implication. Defendant makes no representation as to the tax consequences or liability arising from any payment made under this Agreement. The Parties understand that any tax consequences and/or liability arising from payment to Crea in accordance with this Agreement shall be her sole responsibility and obligation and neither Piscataway nor its insurers nor their agents, servants or representatives (past or present) shall be held liable for any payment of any taxes on Crea's behalf. Crea agrees that she will pay any and all income tax that may be

determined to be due in connection with the payment described above. Since Crea agrees that she is solely responsible for the payment of taxes on any settlement money received under this Agreement, should the Internal Revenue Service, any State or any other taxing agency or tribunal require Piscataway or its insurers to pay any taxes, fines, penalties, interest or any other cost related to taxes on behalf of Crea with regard to the payment received under this Agreement, Crea agrees to indemnify or reimburse Piscataway and its insurers and each of its agents, servants or representatives for any taxes she is required to pay.

8. Liens – Indemnity and Hold Harmless. Plaintiff agrees and represents that any and all Medicare, Social Security, hospital, medical insurance coverage subrogation claims and/or any and all other type of liens or interest that is and/or could be claimed by any person and/or entity, will be fully paid, satisfied and released from the settlement proceeds paid herein, or that the settlement proceeds will be held in trust, unless and until such time as said liens and/or claims have been fully paid, satisfied or released.

In this regard, Plaintiff, agrees to indemnify and hold harmless the Township, any and all of its insurance carriers, attorneys and all others in privity with them, from any claim by, through and/or under Plaintiff including, but not limited to, any direct claim by Medicare and/or Social Security for reimbursement of any funds paid by them in any way relating to the alleged injuries and claims set forth in the Complaint, as amended.

Plaintiff further agrees to hold harmless and indemnify Defendant from any cause of action, including, but not limited to, an action to recover or recoup welfare or related benefits which are applicable to, or are sought to be applied to, any aspect of this settlement.

A. Crea hereby certifies that no liens exist against the proceeds of this settlement, and that if any liens do exist, they will be paid in full, compromised or satisfied and

released by Crea prior to receiving payment. If a lien exists which is not satisfied as required by this Agreement, and a claim is made by anyone to enforce that lien, Crea agrees that she will pay that lien in full. This representation is intended to include all liens, including, but not limited to, attorneys' liens, medical provider liens, Medicare and Medicaid liens, workers' compensation liens, all statutory or common law liens, and judgment liens. Crea agrees to indemnify and hold Piscataway and its insurers and each of its agents, servants, representatives, harmless in connection with any claim made by reason of liens against or tax obligations associated with the proceeds of this settlement. If a claim is hereafter made against Piscataway or its insurers or each of its agents, servants, representatives, by anyone seeking payment of the liens, Crea will indemnify and hold Piscataway and its insurers and each of their agents, servants, representatives, harmless for any such liens and/or defending against such a claim, including, but not limited to, attorneys' fees, costs of suit, and interest.

- B. Crea hereby understands and acknowledges that the Medicare, Medicaid and SCHIP Extension Act of 2007 (the "Extension Act") requires the reporting to designated representatives of Medicare any settlement in which all future claims are released and the injured party is either a current Medicare beneficiary or has the potential to be eligible for Medicare benefits within **thirty months** of the settlement. In further consideration of the settlement agreed to herein, Crea warrants and represents to the Township of Piscataway, its officers, officials, insurers, and their attorney(s) the following:



- i. Medicare has made NO CONDITIONAL PAYMENTS for any medical expense or prescription expense on our behalf related to the Occurrence.
- ii. She is not, nor has she ever been Medicare beneficiaries.
- iii. She is not currently receiving Social Security Disability Benefits.
- iv. She has not been denied, nor has she appealed from a denial of Social Security Disability Benefits.
- v. She does not expect to be eligible for Medicare benefits within the next 30 months.
- vi. She is not in End Stage Renal failure.
- vii. No liens, including but not limited to liens for medical treatment by hospitals, physicians, or medical providers of any kind, have been filed for the treatment of injuries sustained in the Occurrence.

9. Mutual Non-Disparagement. Crea, the current governing body of the Township of Piscataway and the Township Police Department's current Deputy Police Chief agree and covenant that they shall not make any disparaging statement (oral or written), whether direct or implied, about one another or any person or entity with respect to the Lawsuit or its settlement, the negotiation of the settlement, Plaintiff's claims and allegations asserted in the Lawsuit, or any related matter or event preceding the Lawsuit.

10. Confidentiality. Crea agrees that:

- A. Except as otherwise required by law, the terms of this Agreement are confidential.
- B. Plaintiff agrees that she will not voluntarily assist in any claim or litigation which may be pending or filed in the future against the Defendant concerning any incident which has occurred prior to the date of the signing of this Agreement. The parties hereto acknowledge that Plaintiff may be

compelled to testify in litigation by court order or service of process of valid subpoena.

- C. The facts, amounts, circumstances and documents underlying this resolution shall not be admissible in any litigation or proceeding in any forum for any purpose other than to secure enforcement of the terms and conditions of this Agreement.
- D. She shall not disclose to any third party (other than tax advisors, retained counsel and immediate family) ("Representatives") any details regarding the facts surrounding the allegations and denials of allegations in this matter, negotiations of this settlement, the settlement of this matter or the terms of this Agreement, and that any such third party to whom disclosure is permitted shall likewise be bound to non-disclosure. Neither Crea nor her Representatives shall communicate with the media, members of the media or any other non-party regarding this litigation or the fact that a settlement has been reached. In response to any inquiries by third parties, Crea and her Representatives may not state anything more than "the matter has been resolved." Crea represents that she has not violated this provision as of the date of execution of this Agreement. In the event Piscataway receives an inquiry from a potential employer, Piscataway, shall only confirm to such potential employer Crea's length of service with Piscataway, and the title and rate of pay as of Crea's last date of employment with the Township. Notwithstanding the foregoing, the Township shall also provide the Plaintiff with a letter of good standing in the form attached hereto.

E. It is understood and agreed that all confidential documents, produced by the Defendant in discovery, whether pursuant to the Protective Order of the Court or by the Defendant voluntarily, whether digital/electronic or in paper form, shall be deleted or destroyed, with a certification of destruction, attached hereto as **Exhibit B**, from Plaintiffs' counsel to that effect, without copies being made or retained by Plaintiffs' counsel, Plaintiffs' experts, Plaintiff or any other persons or entities that have received these documents as a result of this litigation. **Exhibit B** shall be forwarded to counsel for Defendant Township of Piscataway, contemporaneously with the delivery of the executed Release and Settlement Agreement.

F. Notwithstanding the above, it is recognized that the Township of Piscataway may be required to duly adopt a resolution to approve of the material terms of the settlement, and that such action shall not eliminate or alter the terms and conditions of subsections A-E above.

**G. THE CONFIDENTIALITY AND NON-DISPARAGEMENT PROVISIONS IN PARAGRAPH 9 AND THIS PARAGRAPH 10 ARE UNENFORCEABLE AGAINST THE EMPLOYER IF CREA, OR HER REPRESENTATIVES, REVEALS SUFFICIENT DETAILS OF THE CLAIM SO THAT THE EMPLOYER IS REASONABLY IDENTIFIABLE.**

11. Retirement from Employment. Plaintiff acknowledges that as a material term of the settlement and as memorialized in the settlement term sheet executed as a result of the mediated settlement, and the terms hereof, Plaintiff irrevocably retired from employment with the Township

of Piscataway Police Department effective August 1, 2024 and has delivered an irrevocable letter of retirement to the Township.

12. Waiver of Future Employment. Crea hereby acknowledges and agrees that her employment relationship with the Township has ended by reason of her retirement effective August 1, 2024. In exchange for the payments and other consideration made herein, Crea hereby covenants that she will not seek future employment with the Township and waives any future right or entitlement to be reemployed by the Township and acknowledges that neither the Township, nor any of its officers, public officials, administrators and/or directors shall have any obligation to hire and/or employ her in the future.

13. Pension Application. Plaintiff has retired from the Piscataway Police Department as of August 1, 2024. Piscataway and its representatives including, but not limited to, its human resource, benefits and payroll departments, agree that they will cooperate with Crea and any and all representatives of the Division of Pensions and Benefits with whom Crea has filed for benefits with respect to the administrative processing of such application. Notwithstanding the foregoing, Piscataway and its representatives make no representation with respect to the merit of said pension application, Crea's entitlement to benefits or the amount of the benefit to which Crea is entitled.

14. Accrued Paid Time Off. Within thirty (30) days of her retirement, Plaintiff will be paid for all accrued and unused paid time off in accordance with Township policy and New Jersey law.

15. Enforcement of Agreement. Crea agrees and covenants, as a condition of Defendant's performance of its obligations under this Agreement, that any violation of the nondisclosure obligations set forth in this Agreement, including, but not limited to, disclosure by counsel, tax advisors or family members, may cause irreparable harm to Defendant which shall

entitle it to seek monetary damages, and whatever other remedies are available to them, including, but not limited to injunctive relief and return of the settlement proceeds and for breach of the nondisclosure obligations set forth herein.

16. Other Post Retirement Obligations. Upon retirement, Plaintiff shall contact Deputy Chief Pilch to arrange the return of her Police Department issued service weapon(s), equipment and Police Department issued badge. The Township shall order and provide Plaintiff with a "retirement badge" and shall also provide Plaintiff with a letter of good standing stating that Plaintiff retired from the Piscataway Police in good standing.

17. Stipulation of Dismissal. The parties agree that only the Stipulation of Dismissal with Prejudice, and not this Agreement, will be filed with the Court. The Stipulation of Dismissal will not be filed with the court until the settlement payment identified in Paragraph 3.A. clears the trust account of Crea's counsel. Crea's counsel shall notify defense counsel once the settlement payment has cleared. In the event that Plaintiff's counsel does not so notify defense counsel that the funds have cleared within seven business days of Crea's receipt of payment, the Stipulation shall be filed.

18. Other Actions or Claims. Crea represents that she has not personally filed any actions or claims against any Defendant other than the Complaint referred to in Paragraph 2 hereof. Plaintiff further covenants and promises that she will not hereafter file or cause to be filed on her behalf any charge, complaint, appeal, legal or administrative action of any nature before any court or administrative agency to assert any claim against Defendant, for anything that has occurred up to and including the date that this Settlement Agreement and Release is executed.

19. Indemnification. In the event Crea recovers any monies from any person who thereafter seeks indemnification from Piscataway, its agents, servants, representatives, or its

insurers, arising from claims identical herein, Crea shall indemnify and hold Piscataway and its insurers and each of their agents, servants, representatives, harmless for defending against these claims, including, but not limited to, attorneys' fees, and costs of suit, judgment or settlement.

20. Modification. This Agreement may not be modified except by an agreement in writing executed by the parties hereto.

21. Governing Law. This Agreement shall be governed in all respects, including validity, interpretation, and effect by the laws of the State of New Jersey without giving effect to the conflicts of laws principle thereof.

22. Representation of Comprehension of Document. In executing this Agreement, Crea represents that she has relied upon the legal advice of her attorney, who is the attorney of her own choice, that she has had the full opportunity to review this Agreement with her attorney, and that the terms of this Agreement have been completely read and explained by her attorney, and that those terms are fully understood and voluntarily accepted.

23. Entire Agreement; Contingencies. This Agreement contains the entire agreement between Crea and the Defendant concerning the matters set forth in this document, and shall be binding upon and inure to the benefit of the parent entity, executors, administrators, personal representatives, heirs, successors and assigns of each; provided, however, this Agreement is expressly conditioned upon the authorization or ratification by the governing body of the Township of Piscataway in the form of a duly adopted resolution.

24. Revocation. Crea may revoke this Agreement within seven (7) days after the date this Agreement is signed by her. This revocation must take the form of written notice by Crea that she intends to revoke this Agreement. This revocation must be provided directly to The Township

of Piscataway, c/o Mitchell B. Jacobs, Esq., Cleary Giacobbe Alfieri Jacobs, L.L.C., 955 State Route 34, Matawan, New Jersey 07747. Plaintiff may not waive this seven (7) day revocation period.

25. Date of Agreement. This Agreement shall be dated as of the date it is last signed by any of the parties to the Agreement, which date shall be incorporated on the face page.

26. Representation by Crea. I, CONSTANCE CREA, REPRESENT THAT I HEREBY SIGN THIS AGREEMENT IN ORDER TO AGREE TO THE DISMISSAL OF CLAIMS, WITH PREJUDICE, AND AGREE TO THE RELEASE, WAIVER AND DISCHARGE PROVISIONS AS THEY MAY APPLY, AS SET FORTH IN THIS SETTLEMENT AGREEMENT, GENERAL RELEASE AND WAIVER, IT BEING MY INTENTION TO RELEASE AND DISCHARGE ANY AND ALL CLAIMS I MAY HAVE IN AND TO THE MATTERS IN DISPUTE WHICH ARE REFERENCED IN THE AGREEMENT.

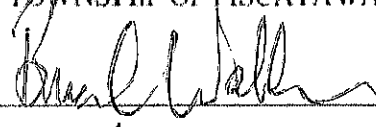
27. Reasonable Period of Time. Plaintiff agrees that she has been given a reasonable period of time of at least twenty-one (21) days within which to review and consider this Agreement prior to executing this Agreement, but that she MAY WAIVE THIS TWENTY-ONE (21) DAY PERIOD BY SIGNING IN THE SPACE PROVIDED HERE:

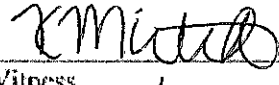
  
\_\_\_\_\_  
CONSTANCE CREA

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of  
the date first written above.

  
\_\_\_\_\_  
CONSTANCE CREA  
Dated: 8/9, 2024

\_\_\_\_\_  
Witness  
Dated: \_\_\_\_\_, 2024

THE TOWNSHIP OF PISCATAWAY  
By:   
\_\_\_\_\_  
Dated: 8/27, 2024

  
\_\_\_\_\_  
Witness  
Dated: 8/27, 2024