

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (hereinafter "Agreement") is made this ____ day of June, 2019, by and between Tracy Abode, (hereinafter referred to as "Plaintiff"), and Township of Piscataway, (hereinafter referred to as "Defendant"), and Chief of Police Richard L. Ivone (Ret.); Chief of Police Scott Cartmell; Captain Kenneth Blair; Sergeant Michelle Chennells; Sergeant Stephen Prohaska; Sergeant Shawn Rapach; Lieutenant Thomas Mosier; Sergeant Constance Crea; and Lieutenant Robert Garnecki (hereinafter referred to as "Non-Settling Defendants").

WHEREAS, Plaintiff filed a civil action against Defendant and Non-Settling Defendants in a lawsuit entitled Tracy Abode v. Township of Piscataway; Chief of Police Richard L. Ivone (Ret.); Chief of Police Scott Cartmell; Captain Kenneth Blair; Sergeant Michelle Chennells; Sergeant Stephen Prohaska; Sergeant Shawn Rapach; Lieutenant Thomas Mosier; Sergeant Constance Crea; and Lieutenant Robert Garnecki, in the United States District Court, District of New Jersey, Newark Vicinage, under Civil Action No. 2:14-cv-06101. (hereinafter referred to as the "lawsuit"); and

WHEREAS, Plaintiff asserted, and maintains, various allegations and whereas Defendant and Non-Settling Defendants deny any liability with respect to all matters asserted by Plaintiff and deny that Plaintiff is entitled to any relief on the asserted claims in the Lawsuit; and

WHEREAS, the parties now wish fully and finally to compromise and settle the suit to avoid the further burden, expense, hardship, inconvenience and distraction of further litigation and/or appeal between them; and

WHEREAS, the parties hereto have reached a settlement agreement to fully and finally resolve all claims among them, including those asserted in the Lawsuit; and

WHEREAS, the parties have agreed to settle in full all claims Plaintiff had or may have against Defendant and Non-Settling Defendants, including, but not limited to, all claims that were or could have been raised in the Lawsuit for anything that has happened up until today; and

WHEREAS, the Lawsuit sought redress from the Defendant and Non-Settling Defendants and the Plaintiff has advised of her intention to voluntarily dismiss all claims against the Non-Settling Defendants with prejudice and without payment on their behalf; and

INDEPENDENT OF, and not as consideration for, this settlement agreement, Plaintiff releases and forever discharges the Non-Settling Defendants and their attorneys from any and all claims, which they may have against them, their heirs, executors, administrators, successors, and assigns and/or claims for attorneys fees arising out of this Lawsuit or any other claim which Plaintiff had, may have had, or claims to have had against them for everything that has occurred up to and including the date of the signing of this Agreement including all discovery and rights of appeal; and Plaintiff hereby authorizes her attorney to execute, simultaneous with the execution of this Settlement Agreement and Release, the Voluntary Stipulations of Dismissal with prejudice in the forms attached hereto as **Exhibit A**. Each Party will bear its or his or her own costs and attorneys' fees.

NOW, IN CONSIDERATION of the payment to Plaintiff provided for by this Agreement, and other good and valuable consideration and the promises and covenants contained herein, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. In full and complete satisfaction of all claims as more fully pled in the complaint and filed in the Lawsuit entitled, Tracy Abode v. Township of Piscataway; Chief of Police Richard L. Ivone (Ret.); Chief of Police Scott Cartmell; Captain Kenneth Blair; Sergeant Michelle Chennells; Sergeant Stephen Prohaska; Sergeant Shawn Rapach; Lieutenant Thomas Mosier; Sergeant Constance Crea; and Lieutenant Robert Garneckl, In the United States District Court, District of New Jersey, Newark Vicinage, under Civil Action No. 2:14-cv-06101, and any and all claims in any other forum, Defendant will have issued payment as follows:

- a. A check made payable to Gebhardt & Kiefer, P.C. an, LLC (Tax ID #22-3204412) in the amount of \$706,954.30;
- b. A check made payable to Tracy Abode in the amount of \$1,793,045.70.

Plaintiff has requested the payment be as indicated and further waives any additional rights of recovery for economic loss, including those for lost wages and medical expenses; personal injuries, including claims for physical injuries and emotional distress; and court fees and costs; and attorneys' fees and costs, as contained in the Lawsuit

2. Defendant makes no representations regarding the federal or state tax consequences of the payment referred to above and shall not be responsible for any tax liability, interest or penalty incurred by Plaintiff, which in any way arises out of or is related to said payments. Plaintiff agrees to pay any amount that may be determined to be due and owing as taxes, interest and penalties arising out of the payment referred to herein should it be determined that all or part of such payment constitutes gross income to Plaintiff, within the meaning of the Internal Revenue Code of 1986, as amended, or under any other federal, state or local statute or

ordinance. Plaintiff further agrees to (i) hold harmless and defend Defendant against, and to indemnify Defendant for, any and all losses and/or damages arising from claims by the Internal Revenue Service ("IRS"), or any other taxing authority or other governmental agency (whether federal, state or local), which may be made against Defendant arising out of or relating to Plaintiff's failure to withhold any portion of the payment to Plaintiff for income or social security tax purposes, or for any other purpose, as determined by the IRS, and (ii) reimburse Defendant for any resulting payments, including without limitation, all penalties and interest payable to the IRS, or any other taxing authority or governmental agency, which was caused as a result of Plaintiff's failure to properly withhold the appropriate monies. The parties further agree that Defendant will give Plaintiff notice of any such claim, and Plaintiff will cooperate with Defendant in the defense of such claim. In any action commenced against Plaintiff to enforce the provisions of these paragraphs, Defendant and Non-Settling Defendants shall be entitled to recover their attorneys' fees, costs and disbursements, incurred in prosecuting the action.

3. Plaintiff hereby releases and forever discharges Defendant and Non-Settling Defendants, their present and former affiliates, subsidiaries, parents, owners, partners, officers, directors, shareholders, agents, attorneys, employees, former employees, representatives, insurers and reinsurers, and third party administrators, and all of their successors and assigns, from any and all actions, causes of action, suits, claims, charges or complaints, known or unknown, which Plaintiff had, may have, or claim to have against any of them for everything that has occurred up to the date of the signing of this Agreement. Plaintiff acknowledges that this is a General Release and includes but is not limited to claims set forth in the Lawsuit. Plaintiff hereby

expressly waives and releases any and all claims or rights arising under any federal or state constitution, statute or law; Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991; the New Jersey Law Against Discrimination (LAD); the New Jersey Civil Rights Act; the Equal Pay Act of 1963; the New Jersey Equal Pay Act; the Civil Rights Acts of 1866 and 1871; the Americans with Disabilities Act; the Family and Medical Leave Act; the New Jersey Family and Medical Leave Act; the Rehabilitation Act of 1973; the Fair Labor Standards Act; the Age Discrimination in Employment Act; the Employee Retirement Income Security Act; the Occupational Safety and Health Act; the Constitution of the State of New Jersey; the Constitution of the United States; the New Jersey Family Leave Act; the New Jersey Conscientious Employee Protection Act; the New Jersey Workers Compensation Law; the New Jersey Wage and Hour Law; the New Jersey Civil Rights Act; the Consumer Protection Act of 1968; the Immigration Reform and Control Act of 1986; the National Labor Relations Act; the Worker Adjustment and Retraining Notification Act; the Employee Polygraph Protection Act of 1988; the Fair Credit Reporting Act; the Uniformed Services Employment and Re-employment Rights Act; the Sarbanes-Oxley Act; the New Jersey Statutes Annotated "Voting Rights" provision, "Re-employment of Military Personnel," "Polygraph," "Jury Duty," "Convictions," "Lie Detector Tests," "Medical Coverage Continuation," "Garnishment," "Tobacco Outside Workplace," "Workers Compensation Retaliation," "Genetic Information;" all claims arising under any Executive Order and any claims derived from or based upon any federal or state regulation; all common-law claims including, but not limited to, public policy violation, whistle blower retaliation, breach of an express or implied contract, breach of an implied covenant of good faith and fair dealing, defamation, fraud,

misrepresentation, negligence, tortious interference with contract or prospective economic advantage, false arrest, false imprisonment, conspiracy, assault, battery, excessive force, malicious prosecution, retaliation or retaliatory action, abuse of process, refusal to file complaints or denial of access to the courts, gender discrimination, intentional or negligent infliction of emotional distress, negligent or intentional misrepresentation; all claims for any economic loss including back wages, front pay, overtime pay, fringe benefits, or any other form of compensation; all claims for personal injury, including mental anguish, humiliation, pain and suffering, emotional distress, damage to name or reputation or any other form of compensatory or punitive damages, and all claims for costs and attorneys' fees and any and all other claims however denominated, regardless of legal theory or operative facts; any claims relating to any disciplinary matter; any claims which are the subject of any grievance or arbitrations; and any and all claims for economic and punitive damages, and all fees, costs or other expenses incurred by Plaintiff in pursuit of any claim against Defendant and Non-Settling Defendants. This Settlement Agreement and Release includes all claims, known or unknown, for anything that has occurred up to and including the date of this Agreement.

4. Plaintiff agrees any and all grievances and/or arbitrations brought by the Union on her behalf are hereby dismissed and withdrawn.

5. Plaintiff and Defendant stipulate and agree that they will authorize their attorneys to execute, simultaneous with the execution of this Settlement Agreement and Release, a Stipulation of Dismissal of the Lawsuit with prejudice in the form attached hereto as **Exhibit B**. Each Party will bear its or his or her own costs and attorneys' fees.

6. It is specifically understood and agreed that the amount paid under this Agreement includes all attorney's fees and costs to which Plaintiff and/or her attorney may be entitled and the settlement sum is specifically inclusive of all attorney's fees and costs. Plaintiff understands that by executing this Agreement, she releases and waives any claim and/or right to attorney's fees and expenses in connection with this Lawsuit. Neither Plaintiff, nor her attorney, nor anyone acting on her behalf, shall make an application for any additional monies in addition to the amount set forth in Paragraph 1 as those amounts are included in the total payment being made herein.

7. Pursuant to N.J.S.A. 2A:17-56.23(b), Plaintiff understands and agrees that the settlement amount referenced in Paragraph 1, will not be released until such time as her attorney provides Counsel for Defendant 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. Plaintiff further understands and agrees that in the event it is revealed that she is a child support judgment debtor, she will not receive any of the proceeds of the settlement until all outstanding child support judgments are satisfied. Plaintiff also understands and agrees that if any child support judgment exceeds the net proceeds of the settlement sum, the entire settlement proceeds will be utilized to satisfy any outstanding child support judgment. Same to be attached hereto at Exhibit C.

8. Warranty as to Medicare Involvement

The Releasing Party 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, the Releasing Party warrants and represents to the Released Parties, TPA, Insurer and their attorney(s) the following:

Medicare has made NO CONDITIONAL PAYMENTS for any medical expense or prescription expense on my behalf related to the Occurrence.

I am not, nor have I ever been a Medicare beneficiary.

I am not currently receiving Social Security Disability Benefits.

I have not applied for Social Security Disability Benefits.

I have not been denied, nor have I appealed from a denial of Social Security Disability Benefits.

I do not expect to be eligible for Medicare benefits within the next 30 months.

I am not in End Stage Renal failure.

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. The Township of Piscataway will provide Plaintiff with a letter of reference in the form attached hereto as Exhibit D.

10. The Township of Piscataway will provide Plaintiff with a Retired Police Officer Badge and I.D. Card.

11. The parties acknowledge that Plaintiff hereby withdraws any and all grievances

and/or demands for arbitration for anything that has happened up until now.

12. Plaintiff has previously filed a Complaint in Lieu of Prerogative Writ in the matter of Abode v. Piscataway, Docket No. MID-L-6677-17, seeking reinstatement. Plaintiff has previously consented to, and in fact has, dismissed the matter with prejudice. (Exhibit E).

13. It is understood that Plaintiff has filed an application for a disability retirement from the Police and Firemen's Retirement System, in the Division of Pensions and Benefits. The Application was Filed November 8, 2017 with a set retirement date of January 1, 2018.

Abode understands and agrees that the Township makes no representation, express or implied, regarding Abode's eligibility and/or qualification for a pension from PFRS. The Township will cooperate with the processing of Abode's application for retirement and will not oppose her application. The Township will submit this Agreement to PFRS pursuant to N.J.A.C. 17:1-6.3 for compliance.

Piscataway Township shall recertify to the division of pension the final creditable salary accounting for the terms of the settled collective bargaining agreement between Piscataway Township and Policemen's Benevolent Association Local 93. Plaintiff acknowledges and agrees she is not due any retroactive pay which is or may become due under the settled collective bargaining agreement which has not previously been tendered. Piscataway Township agrees to cooperate with the Division of Pensions and provide any supporting materials related to the application if and when requested. The Township also agrees to furnish Plaintiff's attorney with any Internal Affairs files Plaintiff's attorney deems pertinent to the disability retirement application and/or to allow Plaintiff to submit to the Division of Pensions any pertinent Internal

Affairs files which may be in Plaintiff's attorney's possession as a result of the discovery exchanged in the civil suit.

It is agreed and understood by both parties that the terms of this agreement will not impact in any way on reinstatement rights in accordance with N.J.S.A. 43:16A-8(2) or any successor statute. In the event of the Pension Board's determination of Plaintiff's ability to resume employment within five (5) years of the effective date of the award of a disability pension and resume her former position or subject to the Township's determination that there is available duty to which Piscataway is willing to assign Abode, which determination is in the sole and unreviewable discretion of the Township, pursuant to N.J.S.A. 43:16A-8(2) or any successor statute, and Plaintiff otherwise qualifies, Plaintiff irrevocably agrees to resign her employment with Piscataway Township upon the expiration of thirty (30) days following the resumption of employment, and to thereafter irrevocably agrees not to maintain employment, nor seek reemployment nor reinstatement. The Parties further agree that any resumption of employment under this section shall not require Plaintiff to report for duty, and shall further not entitle Plaintiff to any wages, compensation, benefits, or rights under any collective bargaining agreement, or any other emoluments of employment from Piscataway Township. In the event of any determination from the State of New Jersey, Division of Pensions and Benefits that, notwithstanding this Agreement, that Piscataway is obliged to pay or provide to or on Plaintiff's behalf any wages, compensation, benefits, or any other emoluments of employment, then Plaintiff shall reimburse Piscataway Township the wages, compensation, benefits, or any other emoluments of employment as ordered by the Board of Trustees or State of New Jersey.

Except under the provisions of N.J.S.A. 43:16A-8(2) or any successor statute as stated

above, Plaintiff irrevocably agrees to immediately, permanently and irrevocably cease employment with the Township of Piscataway, and not seek re-employment nor reinstatement with the Township of Piscataway. Plaintiff further agrees to permanently and irrevocably not seek PTC certification and or re-certification to resume employment with Piscataway.

14. Other than as set forth herein in Paragraph 1, Plaintiff understands and agrees that no further payments will be sought from Defendant. Should Plaintiff be approved for an accidental disability pension, the Township will provide medical benefits in accordance with the Union Contract between PBA Local 93 and the Township of Piscataway, in accordance with same. Under all other determinations, defendant is not required to provide medical benefits to Plaintiff.

15. Plaintiff understands that by signing this Agreement, she waives, relinquishes and forever discharges from any and all claims, rights, entitlement to any other legal or equitable relief, including any rights to discovery, and rights of appeal, which were made or could have been made, which are known or unknown, from Defendant and Non-Settling Defendants up to and including the date of the final execution of this Agreement.

16. Plaintiff acknowledges that all claims for wages and medical expenses, paid or unpaid, and/or liens asserted for wages and medical expenses, paid or unpaid, will be satisfied from the proceeds of this settlement.

17. With the exception of her application for a disability retirement as referenced in Paragraph 13 above, Plaintiff further covenants and promises that she will not hereafter file or cause to be filed on her behalf any charge, complaint or legal or administrative action of any nature before any court or administrative agency to assert any claim against Defendant and/or Non-Settling Defendants, or any of the persons or entities released herein, for anything that has

happened up to and including the date of this Agreement; and Plaintiff further covenants and represents that she will not file or permit any third-party to file any charge, claim or complaint against the Defendant and/or the Non-Settling Defendants, seeking personal recovery or personal injunctive relief with respect to any matter in any way arising out of or relating to Plaintiff's interaction with Defendant and/or Non-Settling Defendants.

18. The making of this Agreement and the payment of the Settlement proceeds are not intended, and shall not be construed, as any admission that Defendant and/or Non-Settling Defendants violated any federal, state or local law, statutory or decisional, ordinance or regulation or committed any wrongdoing against Plaintiff.

19. Plaintiff represents and warrants that no other person or entity has or has had any interest in the claims, demands, obligations or causes of action referred to in this Agreement; and that Plaintiff has not sold, assigned, transferred, conveyed and/or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Agreement to any third party any claim that they had, may have had or believe they may have had against Defendant and/or Non-Settling Defendants, and all of their officials, whether elected or appointed, officers, employees, representatives, assignees and designees. ^{other than her application for a disability retirement} Plaintiff represents that she has no other charge, claim or complaint of any kind pending against the Defendant and/or Non-Settling Defendants, and she further covenants and represents that she will not file or cause to be filed any charge, claim or complaint seeking recovery or injunctive relief with respect to any matter in any way arising out of or relating to Plaintiff's interaction with Defendant and/or Non-Settling Defendants as set forth in her Complaint in this Lawsuit. The Signature of the Plaintiff below indicates that she has had an opportunity to review this Agreement with her attorney, that she has

read and understood the provisions and that she has executed it voluntarily with full knowledge of the significance of all provisions.

20. Plaintiff acknowledges that she had the opportunity to discuss this settlement with her attorney of record.

21. The waiver by Plaintiff and/or Defendant of a breach of any provision hereof shall not operate or be construed as a waiver of that breach by the other or as a waiver of any subsequent breach by the other.

22. This Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey.

23. By executing this Agreement, Plaintiff represents and acknowledges that she does not rely, and has not relied upon, any representations or statements not set forth in this Agreement with respect to the subject matter, basis or effect of this Agreement, or otherwise. This Agreement sets forth the entire Agreement between the parties and supersedes any and all prior agreements or understandings between the parties.

24. Plaintiff and defendant acknowledge and agree that they are bound by this Agreement. This Agreement shall be binding upon and inure to the benefit of Plaintiff and Defendant, and any of their respective heirs, legal or personal representatives, agents, employees, successors or assigns.

25. This Agreement contains the full agreement between Plaintiff and Defendant and may not be modified, altered, changed or terminated, except upon the express prior written consent of Plaintiff and Defendant, which consent must be signed by both Plaintiff and Defendant or their duly authorized agents.

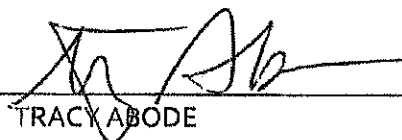
26. The parties agree that the language of this Agreement has been negotiated, is a product of the draftsmanship of all of the parties and that the usual rule that the provisions of a document are to be construed against the drafter shall not apply to the interpretation of any provisions hereof.

27. If any term, provision or condition of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such holding shall be without effect upon the validity or enforceability of any other provision, term or condition of this Agreement, provided that the essential consideration received by each party is not eliminated or reduced as a result of such a declaration of invalidity.

28. The signature of the parties below indicates that they have had an opportunity to review this Agreement with an attorney, if they so chooses, and in fact, they have reviewed this Agreement with their attorneys, that they have read and understood the provisions and that they have executed it voluntarily with full knowledge of the significance of all provisions.

STATEMENT OF TRACY ABODE WHO IS SIGNING BELOW:

The Defendant has advised me in writing to consult with an attorney prior to executing this Agreement. I have carefully read and fully understand the provisions of the Agreement and have had sufficient time and opportunity to consult with my personal tax, financial and legal advisors prior to executing this document and I intend to be legally bound by its terms. I understand that I am entitled to a full twenty-one (21) days to review the Agreement, but I specifically waive any remaining time of the twenty-one (21) days by executing this Agreement this date. I execute this Agreement prior to the expiration of twenty-one (21) days in a knowing, and voluntary manner with the full knowledge that I am waiving any and all rights or claims I may have to later challenge the sufficiency, scope or terms of the Agreement and have done so after consultation with my attorney. I understand that I may revoke my signature on this Agreement within seven (7) days following my signing. I understand that my rights under this Agreement are contingent on my signing this Agreement and not revoking my signature on said document.

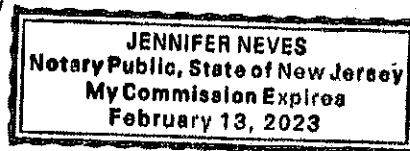
BY: 
TRACY ABODE

STATE OF NEW JERSEY :
: SS.
COUNTY OF HUNTERDON :

I CERTIFY that on July 12th, 2019, TRACY ABODE, personally came before me and acknowledged under oath, to my satisfaction, that she:

- (a) is named in and personally signed this document; and
- (b) signed, sealed, and delivered this document as her act and deed.


NOTARY PUBLIC



So agreed, on behalf of the Township of Piscataway.

BY: 

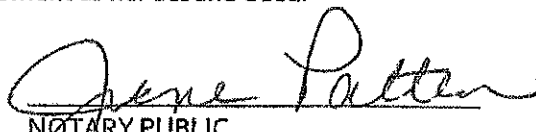
TIMOTHY DACEY, BUSINESS ADMINISTRATOR
On behalf of the Township of Piscataway

STATE OF NEW JERSEY :
: SS.
COUNTY OF MIDDLESEX :

I CERTIFY that on July 16, 2019, Timothy Dacey, personally came
before me and acknowledged under oath, to my satisfaction, that she:

(a) is named in and personally signed this document; and

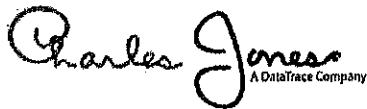
(b) signed, sealed, and delivered this document as her act and deed.


NOTARY PUBLIC

JUNE L. PATTEN
NOTARY PUBLIC OF NEW JERSEY
Comm. # 60082288
My Commission Expires 5/9/2023

EXHIBIT C

Charles Jones Child Support
Judgment Searches



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

735-5161-20

RE: 32673

CERTIFIED TO:

GEBHARDT & KIEFER ESQS
PO BOX 4001
CLINTON NJ 08809-4001

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:

TRACEY ABODE
SSN: XXX-XX-
*** Name is CLEAR ***

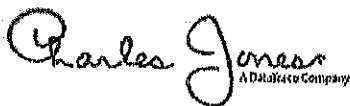
FROM TO
09-01-1992 05-10-2019

DATED 05-10-2019
TIME 08:45 AM

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

CJ19-134-03979 134 0826134 01

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



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

735-5161-20

RE: 32673

CERTIFIED TO:

GEBHARDT & KIEFER ESQS
PO BOX 4001
CLINTON NJ 08809-4001

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:

TRACEY ANN SAURO
SSN: XXX-XX-
*** Name is CLEAR ***

FROM TO
09-01-1992 05-10-2019

DATED 05-10-2019
TIME 08:45 AM

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

CJ19-134-03996 134 0828134 01

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

EXHIBIT D

Letter of Reference



MUNICIPAL COMPLEX • PISCATAWAY, N.J. 08854

TOWNSHIP OF PISCATAWAY

July 12, 2019

To Whom It May Concern:

RE: Tracy Abode

This is a letter of reference as to the above named person.

Ms. Tracy Abode (also known as Tracy Sauro) was employed by the Piscataway Police Department as a police officer from March 2010 to August 2017.

Ms. Abode retired from the Piscataway Police Department in good standing.

We thank you for your consideration in connection with this.

Sincerely,


Timothy Dacey
Business Administrator

EXHIBIT E

**Dismissal of Complaint in Lieu of
Prerogative Writ
MID-L-6677-17**

SUPERIOR COURT OF NEW JERSEY

LAW DIVISION

DOCKET NO. L-6677-17PATROL OFFICER TRACY ABDE

CIVIL ACTION

ORDER OF

DISMISSAL/DISPOSITION/REINSTATEMENT

v.

TOWNSHIP OF DISCATAWAY and
TOWNSHIP OF DISCATAWAY POLICE
DEPT.IT IS, ON THIS 10TH DAY OF OCTOBER, YEAR 2018, ORDERED THAT THIS MATTER JUDGE JAMES P. HURLEY

FILED

OCT 11 2018

HEREBY DISMISSED/DISPOSED DUE TO THE FOLLOWING:

- | | |
|--|--|
| ☐ 04 PARTIALLY TRIED | ☒ 23 SETTLED. NOT SCHED. FOR TRIAL, ARB, CDR. FRIENDLY NOT COMPLETED |
| ☐ 05 TRIED TO COMPLETION W/JURY | ☐ 24 SETTLED WHILE SCHEDULED FOR TRIAL |
| ☐ 07 TRIED TO COMPLETION W/O JURY | ☐ 25 SETTLED WHILE SCHED. FOR STAT. ARB. |
| ☐ 08 DEFAULT JUDGMENT | ☐ 26 SETTLED WHILE SCHED. FOR OTHER CDR. |
| ☐ 09 SUMMARY JUDGMENT | ☐ 27 SETTLED FRIENDLY HEARING COMP. |
| ☐ 10 DISMISSED BY COURT WITH PREJUDICE | ☐ 28 SETTLED BY BAR PANEL/VOLUNT. ARB. |
| ☐ 11 DISMISSED: RULE 1:13-7 | ☐ 29 SETTLED BY CONFERENCE WITH JUDGE |
| ☒ 12 DISMISSED BY COURT W/O PREJUDICE | ☐ 30 VOL. DISMISSAL TO VOL. BINDING ARB. |
| ☐ 14 TRANSFERRED TO ANOTHER COUNTY | ☐ 53 SETTLED PRIOR TO MEDIATION |
| ☐ 15 TRANSFERRED TO ANOTHER COURT | ☐ 54 SETTLED THROUGH MEDIATION |
| ☐ 17 SETTLED BY STAT. ARB./50-DAY DISMISSAL | ☐ 55 SETTLED PRIOR TO BAR PANEL |
| ☐ 18 REINSTATED | ☐ 56 SETTLED WITH BAR PANEL |
| ☐ 19 SETTLED BY STATUTORY ARB. CONFIRM AWARD | ☐ 57 SETTLED PRIOR TO SETTLEMENT CONF. |
| ☐ 20 SETTLED BY STATUTORY ARB. AND FRIENDLY HEARING | ☐ 80 COMPLETED NAME CHANGE |
| | ☐ 81 COMPLETED OTHER SUMMARY PROCEEDING |
| | ☐ 82 DEFAULT JUDGMENT PROOF HEARING |

☐ PLAINTIFF FAILED TO APPEAR. ACTION DISMISSED FOR LACK OF PROSECUTION.
☐ DEFENDANT FAILED TO APPEAR. STRIKE DEFENDANT'S PLEADINGS. DEFENSES ARE SUPPRESSED.

☐ IT IS FURTHER ORDERED THAT THE PLAINTIFF/ DEFENDANT SHALL SERVE A COPY OF THIS ORDER ON THE PLAINTIFF/DEFENDANT WITHIN 10 DAYS OF THE ABOVE DATE.

PURSUANT TO RULE 1:2-3 COUNSEL, BY FIXING THEIR SIGNATURES HERETO, ACKNOWLEDGE RECEIPT OF THEIR EXHIBITS AND AGREE TO SAFEKEEPING SAME PENDING AN APPEAL.

COMMENTS SETTLED PER LETTER FROM LESLIE PARIKH, ESQ., ATTY FOR PLAINTIFF
DATED 10/9/18.
 ATTORNEYS ARE TO SIGN ON LINES PROVIDED BELOW.

_____ FOR _____	_____ FOR _____
_____ FOR _____	_____ FOR _____
_____ FOR _____	_____ FOR _____

ATTENTION ATTORNEYS:

THIS ORDER IS NOT TO BE SUBMITTED TO THE JUDGMENT SECTION, SUPERIOR COURT CLERK'S OFFICE, TRENTON, FOR RECORDING.


 JAMES P. HURLEY J.S.C.

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. TRACY ABODE		
2 Business name/disregarded entity name, if different from above		
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 ☐ 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. 88 DAVID DRIVE 6 City, state, and ZIP code FLEMINGTON, NJ 08822	7 List account number(s) here (optional)	
Requester's name and address (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.

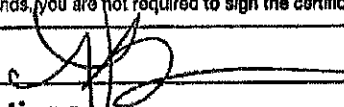
Social security number								
OR								
Employer identification number								

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 ► 5/27/19
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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.

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Gebhardt & Kiefer, P.C.		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=S corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member 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.) 1318 Route 31, P.O. Box 4001	Requester's name and address (optional)	
6 City, state, and ZIP code Clinton, NJ 08809-4001		
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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

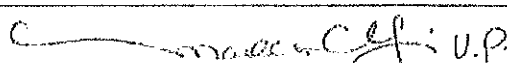
Social security number								
			-					
or								
Employer identification number								
2	2	-	3	2	0	4	4	1 2

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 on page 3.

Sign Here	Signature of U.S. person ▶ 	Date ▶
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General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9

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?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.