

SETTLEMENT AGREEMENT, GENERAL RELEASE AND WAIVER

PARTIES

THIS SETTLEMENT AGREEMENT, GENERAL RELEASE AND WAIVER (hereinafter referred to as "Agreement") made this 10th day of June, 2025, by and among the Township of Piscataway (hereinafter "Piscataway" or "Defendant" or "Releasee(s)"), and Alan Barboiu and Diana Barboiu (collectively "Plaintiffs," "Releasers" or "Barboiu"), hereinafter collectively "the Parties."

WITNESSETH

WHEREAS, Alan Barboiu, a current employee of the Township of Piscataway, commenced a lawsuit in the Superior Court of New Jersey, Middlesex County, against the Defendant, captioned Alan Barboiu and Diana Barboiu v. Township of Piscataway, Chief Thomas Mosier, Timothy Dacey, Michelle Pilch, Christian Young, Kyle Weaver, et al., Docket Number MID-L-98-22, and amended by way of Amended Complaint filed on October 30, 2023, and further amended by Second Amended Complaint filed on March 14, 2024 (the "Lawsuit"); and

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

WHEREAS, named Defendants Thomas Mosier, Timothy Dacey, Michelle Pilch, Christian Young and Kyle Weaver independent hereof, and not as consideration for this Agreement, have 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. Plaintiffs 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 Plaintiffs 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, Plaintiffs may have against Piscataway, including but not limited to any department or agent of Piscataway, any past or present elected officials, officer or employee of Piscataway, any of Piscataway's agents, servants, individually or in their joint official capacity, and counsel and shall further release any and all claims, rights or causes of action, whether known or unknown, Barboiu 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 each Plaintiff had or could have raised against Releasees, including those each Plaintiff 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 Alan Barboiu'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 Alan Barboiu and Diana Barboiu v. Township of Piscataway, et al., under Docket No. L-98-22. 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 personal injury or bodily injury, pain and suffering, 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").

Notwithstanding the foregoing, the parties understand that the de novo review of discipline for insubordination under Docket No. MID-L-1085-22 shall not be dismissed as part of this Settlement and may proceed to completion under the governing statute. Plaintiff further agrees that he is releasing, waiving and giving up any right to assert any claim that any finding by the Court under said Docket Number constitutes any act of discrimination, retaliation, harassment or other cause of action set forth in this paragraph; except the parties acknowledge that any findings by the Court in the de novo review resulting in the adjustment and/or reimbursement of lost pay and/or days of suspension are not subject to this release.

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 to all Defendants to the Lawsuit, (c) delivery and receipt from each Plaintiff of a clear child support and judgment search, confidential destruction certification and (d) execution by each Plaintiff of CMS Medicare benefit certification, Barboiu shall be paid the sum of Five Hundred Thousand Dollars (\$500,000.00) 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 Plaintiffs' attorney and made payable to the attorney trust account of The Law Offices of Theodore Campbell, the Plaintiffs' attorney of record, and shall be conditioned upon receipt of Federal Tax Form W-9 from said payee, together with the documents referenced to in Paragraphs 3A above. A 1099 reporting form will be issued to the Plaintiffs' attorney's law firm trust account for the amount paid hereunder.

B. By executing this Agreement, Plaintiffs certify that he/she has complied with the requirements of N.J.S.A. 2A:17-56.23b. Plaintiffs understand and agree that the settlement amount referenced in Paragraph 3A, will not be released until such time as their attorney provides Counsel for Defendant, Township of Piscataway, with a certified copy of a child support judgment search for each Plaintiff, performed by a private judgment search company, reflecting that Plaintiffs is not a child support judgment debtor.

A copy of the Charles Jones Report shall be attached hereto by Plaintiffs' 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 Plaintiffs and/or their attorney(s) have been entitled and the settlement sum is specifically intended to be inclusive of all attorneys' fees, expert fees and costs. Plaintiffs understand that by executing this Settlement Agreement and Release, their release and waive any claim and/or right to attorneys' fees, expert fees and costs in connection with the prosecution of the lawsuit. Neither Plaintiff, nor Theodore Campbell, or any other attorney or Law Firm acting on behalf of Plaintiffs 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. It is also understood that Plaintiffs shall not be deemed a "prevailing party" for any purpose.

4. Warranty of Capacity to Execute Agreement. Each Plaintiff 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 each has the sole right and exclusive authority to execute this Agreement and receive the benefits specified. Each Plaintiff further represents that he/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 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.

It is expressly understood that neither the execution of this Agreement nor any other action taken by the Defendant in connection with Plaintiffs' 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 Plaintiffs 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 Plaintiffs' claims including to avoid the cost of litigation and that the Defendant specifically denies any liability to Plaintiffs or to any other person.

6. Tax Implication. Defendant makes no representation as to the tax consequences or liability arising from any payment made under this Agreement. The Plaintiffs understand that any tax consequences and/or liability arising from payment to them in accordance with this Agreement shall be their 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 the Plaintiffs' behalf. The Plaintiffs agree that he/she will pay any and all income tax that may be determined to be due in connection with the payment described above. Since the Plaintiffs agree that he/she are 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,

finances, penalties, interest or any other cost related to taxes on behalf of the Plaintiffs with regard to the payment received under this Agreement, the Plaintiffs agree to indemnify, hold harmless or reimburse Piscataway and its insurers and each of its agents, servants or representatives for any taxes he is required to pay.

7. Liens - Indemnity and Hold Harmless. Plaintiffs agree and represent 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, Plaintiffs agree 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 Plaintiffs 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.

Plaintiffs further agree 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. Each Plaintiff 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 the Plaintiffs 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, each Plaintiff agrees that he/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. Each Plaintiff 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, each Plaintiff 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. Each Plaintiff 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, Plaintiffs warrant and represent 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. He/she is not, nor has he/she ever been Medicare beneficiaries.

- iii. He/she is not currently receiving Social Security Disability Benefits.
- iv. He/she has not been denied, nor has he/she appealed from a denial of Social Security Disability Benefits.
- v. He/she does not expect to be eligible for Medicare benefits within the next 30 months.
- vi. He/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.

8. Mutual Non-Disparagement. To the extent permissible by law, Plaintiffs, 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, Plaintiffs' claims and allegations asserted in the Lawsuit, or any related matter or event preceding the Lawsuit.

9. Confidentiality. Each Plaintiff agrees that:

- A. To the extent permissible or otherwise required by law, the terms of this Agreement are confidential.
- B. Plaintiffs agree that he/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 Plaintiffs may be compelled to testify in litigation by court order or service of process of valid subpoena.

explained by his/her attorney, and that those terms are fully understood and voluntarily accepted.

17. Entire Agreement; Contingencies. This Agreement contains the entire agreement between Plaintiffs 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.

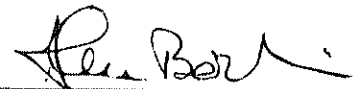
18. Revocation. Either Plaintiff may revoke this Agreement within seven (7) days after the date this Agreement is signed by him/her. This revocation must take the form of written notice by such Plaintiff that he/she intends to revoke this Agreement. This revocation must be provided directly to the Township of Piscataway, c/o Mitchell B. Jacobs, Esq., Cleary Giacobbe Alfieri Jacobs, LLC, 955 State Route 34, Matawan, New Jersey 07747. Plaintiffs may not waive this seven (7) day revocation period.

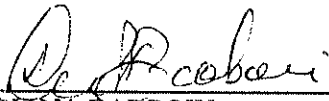
19. Date of Agreement. This Agreement shall be dated as of the date it is last signed by any of the Parties to the Agreement, which date shall be incorporated on the face page.

22. Representation by Plaintiffs. **PLAINTIFFS, ALAN BARBOIU AND DIANA BARBOIU, REPRESENT THAT HE/SHE HEREBY SIGNS 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 HIS/HER INTENTION TO RELEASE AND**

DISCHARGE ANY AND ALL CLAIMS HE/SHE MAY HAVE IN AND TO THE MATTERS IN DISPUTE WHICH ARE REFERENCED IN THE AGREEMENT.

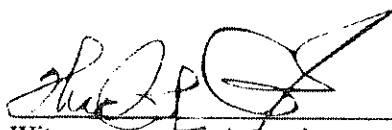
23. Reasonable Period of Time. Plaintiffs agree that he/she have been given a reasonable period of time of at least twenty-one (21) days within which to review and consider this Agreement prior to executing this Agreement, but that he MAY WAIVE THIS TWENTY-ONE (21) DAY PERIOD BY SIGNING IN THE SPACE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


ALAN BARBOIU


DIANA BARBOIU

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


ALAN BARBOIU
Dated: 4/8/25, 2025


Witness THEODORE CAMPBELL
Dated: 4/8/2025, 2025


DIANA BARBOIU
Dated: 4/8/25, 2025


Witness THEODORE CAMPBELL
Dated: 4/8/2025, 2025

THE TOWNSHIP OF PISCATAWAY

By: Brian C. Wahler
Brian C. Wahler, Mayor
Dated: June 10, 2025

Melissa A. Sender
Witness Melissa A. Sender Township Clerk
Dated: June 10, 2025