

CITY OF VINELAND

RESOLUTION NO. 2017-\_\_\_\_\_

RESOLUTION AUTHORIZING THE EXECUTION OF A SETTLEMENT AND RELEASE AGREEMENT WITH MARK CHANEY, LOUIS CICCHITTI, ADAM GARRASTEGUI, ERIC RIVERA, DON SCHULTZ AND ROBERT VONSUSKIL

WHEREAS, complaints (referred to herein as Complaints) have been filed with the New Jersey Division on Civil Rights (DCR) by the following individuals; Mark Chaney Docket No. EF14RM-66213, Louis Cicchitti Docket No. EF14NM-66237, Adam Garrastegui Docket No. EF14NM-66237, Eric Rivera Docket No. EF14NM-66217, Don Schultz Docket No. EF14WM-66241, and Robert Von Suskil Docket No. EF14AM-66216, collectively, Complainants; and

WHEREAS, the parties wish to settle all controversies among them including those claims asserted in the Complaints as well as any and all possible claims which may arise out of the allegations set forth in the Complaints in any court; and

WHEREAS, the City of Vineland denies each and every allegation made against it in the Complaints and any settlement entered into is based upon reasons other than the merits of the claims against the City of Vineland; and

WHEREAS, the proposed settlement is in the amount of \$108,000.00 gross to all of the Complainants.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Vineland that the Mayor and Clerk are authorized to execute a Settlement Agreement and General Release in the form and substance attached hereto and made a part hereof.

Adopted:

\_\_\_\_\_  
President of Council

ATTEST:

\_\_\_\_\_  
City Clerk

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2017, plaintiff Mark Chaney and the City of Vineland, hereby enter into this Settlement Agreement and General Release (the "Settlement" or "Release" or "Agreement") to resolve all matters by and between them from the beginning of his employment with the City of Vineland up to and including the date this Settlement Agreement and Release is executed.

WHEREAS, the parties to this Settlement desire to settle all of the rights, obligations and disputes asserted or that could have been asserted by Mark Chaney in contemplated litigation including all claims for lost wages, benefits, and other remunerations; compensatory and punitive damages; costs, pre-judgment and post-judgment interest, and attorney fees; declaratory and injunctive relief; as well as claims asserting any violation of New Jersey's Law Against Discrimination; and

WHEREAS, this Settlement has been negotiated at arm's length, and the Parties each believe that this Settlement is fair and equitable, and in their own best interests; and

WHEREAS, this Settlement provides substantial benefits to each Party hereto, as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein and intending to be legally bound hereby, the Parties hereby agree as follows:

### **1. Mark Chaney**

In consideration of the execution of this Settlement Agreement and the terms and provisions contained herein, Mark Chaney and his successors and assigns, hereby

agrees that he shall not pursue any further litigation or dispute resolution procedures against the City of Vineland, Mayor Ruben Bermudez in his individual capacity and official capacity, Robert Garcia in his individual and official capacity, or any other agent, servant, employee, contractor, and any elected or appointed official of the City of Vineland of any kind whatsoever. In consideration of the promises contained herein, Mark Chaney and his successors and assigns, hereby unconditionally and irrevocably forever discharges, acquits, releases, and remises the City of Vineland, Mayor Ruben Bermudez in his official capacity and individual capacity, Robert Garcia in his official capacity and individual capacity, and all public officials, Council Members, Mayors, agents, employees, contractors and representatives and their insurers, agents, employees and all manner of successors and assigns, jointly and severally, all and singularly, of and from all manner of actions and causes of action under statute or common law, suits, agreements, judgments, liabilities, claims and demands of whatsoever kind, in law or in equity, known or unknown, foreseen and unforeseen, from the beginning of the his employment with the City of Vineland to the date of this Settlement, arising out of or relating to all of the claims or complaints Mark Chaney has up to and including the date this Settlement Agreement and Release is executed. This includes but is not limited to any claims or complaints made known or not made known, those that were brought or that could have been brought in contemplated litigation, including without limitation; claims for lost wages, benefits, compensation for unused vacation time, and others remunerations; compensatory and punitive damages; costs, pre-judgment and post-judgment interest and attorney fees; declaratory and injunctive relief; as well as claims asserting retaliation and hostile work environment and all claims asserted or that could be asserted under the New Jersey Law

Against Discrimination, N.J.S.A. 10:5-1, *et seq.* as well as any claims arising under the New Jersey and United States Constitution provided however that nothing herein shall constitute a release or discharge with respect to any party's right to enforce this Release.

## **2. Payment by City of Vineland and its Insurers.**

In consideration for the Release and exchange of covenants set forth in this Agreement, the City of Vineland and its insurers will pay Mark Chaney a total of Eighteen-Thousand Dollars (\$18,000.00) within forty-five (45) days of receiving Mark Chaney's signed settlement agreement. This payment is allocated as being Five-Thousand Dollars (\$5,000) to the firm of Blaney & Karavan, P.C. for attorneys' fees and costs and Thirteen-Thousand Dollars (\$13,000) to Mark Chaney. The payment will be sent to the law office of Blaney & Karavan, P.C. Tax reporting for the full amount of the settlement payment will be carried out by the City of Vineland.

Mark Chaney stipulates that he has or will receive tax advice from a source of his own choosing and is not relying upon any representations made by the City of Vineland or the City of Vineland's insurers or representatives with regard to the tax treatment of the settlement payment

It is expressly **UNDERSTOOD** and **AGREED** that the acceptance of said amount is in full accord and satisfaction of and in compromise of a disputed claim and that payment thereof is not an admission of liability but is made for the purpose of terminating all disputes and litigation between the parties hereto.

## **3. Mutual Non-Disparagement Clause**

Both parties agree that they will not make disparaging remarks about the other relating in any way to the subject matter of this Settlement Agreement and Release.

Furthermore, Mark Chaney specifically agrees that he will avoid making disparaging remarks about his supervisors and managers relating in any way to the subject matter of the complaints advanced by him for all conduct from the beginning of his employment with the City of Vineland up to and including the date this Settlement Agreement and Release is executed.

**4. Additional Provisions**

**A.** This Settlement contains the sole and entire agreement between the Parties and fully supersedes all prior agreements and understandings pertaining to the subject matter hereof. The Parties represent and acknowledge that, prior to executing this Settlement, each consulted with its counsel, each party obtained the advice of its counsel prior to making the decision to execute this Settlement, and that each party has not relied upon any representation or statement not set forth in this Settlement made by any party thereto, or their counsel or representatives, with regard to the subject matter of this Settlement. No other promises or agreements shall be binding unless in writing, signed by the Parties hereto, and expressly stated to represent an amendment to this Settlement.

**B.** All parties will bear their own attorneys' fees and costs.

**C.** The terms of this Settlement shall inure to the benefit of, and shall be binding upon, the successors and assigns of the Parties hereto, and any third party taking by, through or under any party hereto.

**D.** If any term of this Settlement, or the application thereof to any person or circumstances shall to any extent be held invalid or unenforceable, the remainder of this Settlement, or the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and

each term of this Settlement shall be valid and enforceable to the fullest extent permitted by law.

E. This Settlement may be executed in counterparts, and multiple copies of this Settlement may be executed, each of which, however, shall be one and the same document. Facsimile signatures shall be binding to the same effect as originals and the Parties agree to be bound hereby and to waive any argument that such facsimile signatures are invalid.

F. Any headings in this Settlement are for convenience of reference only and are not a material part of this Settlement.

#### **5. New Jersey Law Governs**

This Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey. The parties acknowledge that this Agreement is the product of negotiations between their respective counsel, and that if there is ever a dispute concerning the meaning of any of its terms, it is agreed that ambiguities within its terms are not to be construed in favor of anyone. It is further agreed that neither this Settlement nor any of the terms hereof may be offered into evidence or otherwise used for any purpose in any subsequent litigation other than in a summary action to enforce the provisions contained herein.

If a provision of this Agreement is held to be illegal or invalid by a court of competent jurisdiction, such provision shall: (i) be revised to the minimum extent necessary to be legal and valid, as long as the revised provision remains consistent with the intent of the parties expressed herein; or, (ii) if the foregoing is not possible, deemed to be severed and deleted. Neither such revision nor such severance and deletion shall affect the validity of the remaining provisions of this Agreement.

**6. Authority to Release and Execute**

Each party signing this Agreement represents and warrants that the person signing this Agreement on behalf of that party has fully power and authority to do so, that said party has full power and authority to enter into and execute this Agreement and all of the terms set forth herein, and that no portion of any claims covered by this Agreement has been assigned, encumbered, or transferred.

The approval of the City of Vineland has been evidenced by a Resolution duly adopted by Council, a copy of which is attached to this Agreement.

**7. Entire Agreement**

This document contains the entire agreement between the Parties with regard to the matters herein set forth. Each party warrants that no promise, inducement, or agreement not expressly stated in this Agreement has been made in connection therewith.

**MARK CHANEY**

By: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

STATE OF NEW JERSEY :  
: ss  
COUNTY OF \_\_\_\_\_ :

I CERTIFY that on \_\_\_\_\_, 2017, \_\_\_\_\_ personally came before me and stated under oath to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument; and
- (b) Executed this instrument as his or his own act.

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Notary Public



**ON BEHALF OF CITY OF VINELAND**

JOHN C. GRADY, ESQUIRE  
CRAIG, ANNIN & BAXTER, LLP

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John C. Grady, Esquire  
*Attorney for City of Vineland*

Dated:

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2017, plaintiff Mark Chaney and the City of Vineland, hereby enter into this Settlement Agreement and General Release (the "Settlement" or "Release" or "Agreement") to resolve all matters by and between them from the beginning of his employment with the City of Vineland up to and including the date this Settlement Agreement and Release is executed.

WHEREAS, the parties to this Settlement desire to settle all of the rights, obligations and disputes asserted or that could have been asserted by Mark Chaney in contemplated litigation including all claims for lost wages, benefits, and other remunerations; compensatory and punitive damages; costs, pre-judgment and post-judgment interest, and attorney fees; declaratory and injunctive relief; as well as claims asserting any violation of New Jersey's Law Against Discrimination; and

WHEREAS, this Settlement has been negotiated at arm's length, and the Parties each believe that this Settlement is fair and equitable, and in their own best interests; and

WHEREAS, this Settlement provides substantial benefits to each Party hereto, as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein and intending to be legally bound hereby, the Parties hereby agree as follows:

### 1. MARK CHANEY

In consideration of the execution of this Settlement Agreement and the terms and provisions contained herein, Mark Chaney and his successors and assigns, hereby

agrees that he shall not pursue any further litigation or dispute resolution procedures against the City of Vineland, Mayor Ruben Bermudez in his individual capacity and official capacity, Robert Garcia in his individual and official capacity, or any other agent, servant, employee, contractor, and any elected or appointed official of the City of Vineland of any kind whatsoever. In consideration of the promises contained herein, Mark Chaney and his successors and assigns, hereby unconditionally and irrevocably forever discharges, acquits, releases, and remises the City of Vineland, Mayor Ruben Bermudez in his official capacity and individual capacity, Robert Garcia in his official capacity and individual capacity, and all public officials, Council Members, Mayors, agents, employees, contractors and representatives and their insurers, agents, employees and all manner of successors and assigns, jointly and severally, all and singularly, of and from all manner of actions and causes of action under statute or common law, suits, agreements, judgments, liabilities, claims and demands of whatsoever kind, in law or in equity, known or unknown, foreseen and unforeseen, from the beginning of the his employment with the City of Vineland to the date of this Settlement, arising out of or relating to all of the claims or complaints mark Chaney has up to and including the date this Settlement Agreement and Release is executed. This includes but is not limited to any claims or complaints made known or not made known, those that were brought or that could have been brought in contemplated litigation, including without limitation; claims for lost wages, benefits, compensation for unused vacation time, and others remunerations; compensatory and punitive damages; costs, pre-judgment and post-judgment interest and attorney fees; declaratory and injunctive relief; as well as claims asserting retaliation and hostile work environment and all claims asserted or that could be asserted under the New Jersey Law

Against Discrimination, N.J.S.A. 10:5-1, *et seq.* as well as any claims arising under the New Jersey and United States Constitution provided however that nothing herein shall constitute a release or discharge with respect to any party's right to enforce this Release.

## **2. Payment by City of Vineland and its Insurers.**

In consideration for the Release and exchange of covenants set forth in this Agreement, the City of Vineland and its insurers will pay Mark Chaney a total of Eighteen-Thousand Dollars (\$18,000.00) within forty-five (45) days of receiving Mark Chaney's signed settlement agreement. This payment is allocated as being Five-Thousand Dollars (\$5,000) to the firm of Blaney & Karavan, P.C. for attorneys' fees and costs and Thirteen-Thousand Dollars (\$13,000) to Mark Chaney. The payment will be sent to the law office of Blaney & Karavan, P.C. Tax reporting for the full amount of the settlement payment will be carried out by the City of Vineland.

Mark Chaney stipulates that he has or will receive tax advice from a source of his own choosing and is not relying upon any representations made by the City of Vineland or the City of Vineland's insurers or representatives with regard to the tax treatment of the settlement payment

It is expressly **UNDERSTOOD** and **AGREED** that the acceptance of said amount is in full accord and satisfaction of and in compromise of a disputed claim and that payment thereof is not an admission of liability but is made for the purpose of terminating all disputes and litigation between the parties hereto.

## **3. Mutual Non-Disparagement Clause**

Both parties agree that they will not make disparaging remarks about the other relating in any way to the subject matter of this Settlement Agreement and Release.

Furthermore, Mark Chaney specifically agrees that he will avoid making disparaging remarks about his supervisors and managers relating in any way to the subject matter of the complaints advanced by him for all conduct from the beginning of his employment with the City of Vineland up to and including the date this Settlement Agreement and Release is executed.

**4. Additional Provisions**

**A.** This Settlement contains the sole and entire agreement between the Parties and fully supersedes all prior agreements and understandings pertaining to the subject matter hereof. The Parties represent and acknowledge that, prior to executing this Settlement, each consulted with its counsel, each party obtained the advice of its counsel prior to making the decision to execute this Settlement, and that each party has not relied upon any representation or statement not set forth in this Settlement made by any party thereto, or their counsel or representatives, with regard to the subject matter of this Settlement. No other promises or agreements shall be binding unless in writing, signed by the Parties hereto, and expressly stated to represent an amendment to this Settlement.

**B.** All parties will bear their own attorneys' fees and costs.

**C.** The terms of this Settlement shall inure to the benefit of, and shall be binding upon, the successors and assigns of the Parties hereto, and any third party taking by, through or under any party hereto.

**D.** If any term of this Settlement, or the application thereof to any person or circumstances shall to any extent be held invalid or unenforceable, the remainder of this Settlement, or the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and

each term of this Settlement shall be valid and enforceable to the fullest extent permitted by law.

E. This Settlement may be executed in counterparts, and multiple copies of this Settlement may be executed, each of which, however, shall be one and the same document. Facsimile signatures shall be binding to the same effect as originals and the Parties agree to be bound hereby and to waive any argument that such facsimile signatures are invalid.

F. Any headings in this Settlement are for convenience of reference only and are not a material part of this Settlement.

#### **5. New Jersey Law Governs**

This Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey. The parties acknowledge that this Agreement is the product of negotiations between their respective counsel, and that if there is ever a dispute concerning the meaning of any of its terms, it is agreed that ambiguities within its terms are not to be construed in favor of anyone. It is further agreed that neither this Settlement nor any of the terms hereof may be offered into evidence or otherwise used for any purpose in any subsequent litigation other than in a summary action to enforce the provisions contained herein.

If a provision of this Agreement is held to be illegal or invalid by a court of competent jurisdiction, such provision shall: (i) be revised to the minimum extent necessary to be legal and valid, as long as the revised provision remains consistent with the intent of the parties expressed herein; or, (ii) if the foregoing is not possible, deemed to be severed and deleted. Neither such revision nor such severance and deletion shall affect the validity of the remaining provisions of this Agreement.

**6. Authority to Release and Execute**

Each party signing this Agreement represents and warrants that the person signing this Agreement on behalf of that party has fully power and authority to do so, that said party has full power and authority to enter into and execute this Agreement and all of the terms set forth herein, and that no portion of any claims covered by this Agreement has been assigned, encumbered, or transferred.

The approval of the City of Vineland has been evidenced by a Resolution duly adopted by Council, a copy of which is attached to this Agreement.

**7. Entire Agreement**

This document contains the entire agreement between the Parties with regard to the matters herein set forth. Each party warrants that no promise, inducement, or agreement not expressly stated in this Agreement has been made in connection therewith.

**MARK CHANEY**

By: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

STATE OF NEW JERSEY :  
: ss  
COUNTY OF \_\_\_\_\_ :

I CERTIFY that on \_\_\_\_\_, 2017, \_\_\_\_\_ personally came before me and stated under oath to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument; and
- (b) Executed this instrument as his or his own act.

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Notary Public



**ON BEHALF OF CITY OF VINELAND**

JOHN C. GRADY, ESQUIRE  
CRAIG, ANNIN & BAXTER, LLP

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John C. Grady, Esquire  
*Attorney for City of Vineland*

Dated:

**SETTLEMENT AGREEMENT AND GENERAL RELEASE**

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2017, plaintiff Louis Cicchitti and the City of Vineland, hereby enter into this Settlement Agreement and General Release (the “Settlement” or “Release” or “Agreement”) to resolve all matters by and between them from the beginning of his employment with the City of Vineland up to and including the date this Settlement Agreement and Release is executed.

WHEREAS, the parties to this Settlement desire to settle all of the rights, obligations and disputes asserted or that could have been asserted by Louis Cicchitti in contemplated litigation including all claims for lost wages, benefits, and other remunerations; compensatory and punitive damages; costs, pre-judgment and post-judgment interest, and attorney fees; declaratory and injunctive relief; as well as claims asserting any violation of New Jersey’s Law Against Discrimination; and

WHEREAS, this Settlement has been negotiated at arm’s length, and the Parties each believe that this Settlement is fair and equitable, and in their own best interests; and

WHEREAS, this Settlement provides substantial benefits to each Party hereto, as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein and intending to be legally bound hereby, the Parties hereby agree as follows:

**1. LOUIS CICHITTI**

In consideration of the execution of this Settlement Agreement and the terms and provisions contained herein, Louis Cicchitti and his successors and assigns, hereby

agrees that he shall not pursue any further litigation or dispute resolution procedures against the City of Vineland, Mayor Ruben Bermudez in his individual capacity and official capacity, Robert Garcia in his individual and official capacity, or any other agent, servant, employee, contractor, and any elected or appointed official of the City of Vineland of any kind whatsoever. In consideration of the promises contained herein, Louis Cicchitti and his successors and assigns, hereby unconditionally and irrevocably forever discharges, acquits, releases, and remises the City of Vineland, Mayor Ruben Bermudez in his official capacity and individual capacity, Robert Garcia in his official capacity and individual capacity, and all public officials, Council Members, Mayors, agents, employees, contractors and representatives and their insurers, agents, employees and all manner of successors and assigns, jointly and severally, all and singularly, of and from all manner of actions and causes of action under statute or common law, suits, agreements, judgments, liabilities, claims and demands of whatsoever kind, in law or in equity, known or unknown, foreseen and unforeseen, from the beginning of the his employment with the City of Vineland to the date of this Settlement, arising out of or relating to all of the claims or complaints Louis Cicchitti has up to and including the date this Settlement Agreement and Release is executed. This includes but is not limited to any claims or complaints made known or not made known, those that were brought or that could have been brought in contemplated litigation, including without limitation; claims for lost wages, benefits, compensation for unused vacation time, and others remunerations; compensatory and punitive damages; costs, pre-judgment and post-judgment interest and attorney fees; declaratory and injunctive relief; as well as claims asserting retaliation and hostile work environment and all claims asserted or that could be asserted under the New Jersey Law

Against Discrimination, N.J.S.A. 10:5-1, *et seq.* as well as any claims arising under the New Jersey and United States Constitution provided however that nothing herein shall constitute a release or discharge with respect to any party's right to enforce this Release.

## **2. Payment by City of Vineland and its Insurers.**

In consideration for the Release and exchange of covenants set forth in this Agreement, the City of Vineland and its insurers will pay Louis Cicchitti a total of Eighteen-Thousand Dollars (\$18,000.00) within forty-five (45) days of receiving Louis Cicchitti signed settlement agreement. This payment is allocated as being Five-Thousand Dollars (\$5,000) to the firm of Blaney & Karavan, P.C. for attorneys' fees and costs and Thirteen-Thousand Dollars (\$13,000) to Mark Chaney. The payment will be sent to the law office of Blaney & Karavan, P.C. Tax reporting for the full amount of the settlement payment will be carried out by the City of Vineland.

Louis Cicchitti stipulates that he has or will receive tax advice from a source of his own choosing and is not relying upon any representations made by the City of Vineland or the City of Vineland's insurers or representatives with regard to the tax treatment of the settlement payment

It is expressly **UNDERSTOOD** and **AGREED** that the acceptance of said amount is in full accord and satisfaction of and in compromise of a disputed claim and that payment thereof is not an admission of liability but is made for the purpose of terminating all disputes and litigation between the parties hereto.

## **3. Mutual Non-Disparagement Clause**

Both parties agree that they will not make disparaging remarks about the other relating in any way to the subject matter of this Settlement Agreement and Release.

Furthermore, Louis Cicchitti specifically agrees that he will avoid making disparaging remarks about his supervisors and managers relating in any way to the subject matter of the complaints advanced by him for all conduct from the beginning of his employment with the City of Vineland up to and including the date this Settlement Agreement and Release is executed.

**4. Additional Provisions**

**A.** This Settlement contains the sole and entire agreement between the Parties and fully supersedes all prior agreements and understandings pertaining to the subject matter hereof. The Parties represent and acknowledge that, prior to executing this Settlement, each consulted with its counsel, each party obtained the advice of its counsel prior to making the decision to execute this Settlement, and that each party has not relied upon any representation or statement not set forth in this Settlement made by any party thereto, or their counsel or representatives, with regard to the subject matter of this Settlement. No other promises or agreements shall be binding unless in writing, signed by the Parties hereto, and expressly stated to represent an amendment to this Settlement.

**B.** All parties will bear their own attorneys' fees and costs.

**C.** The terms of this Settlement shall inure to the benefit of, and shall be binding upon, the successors and assigns of the Parties hereto, and any third party taking by, through or under any party hereto.

**D.** If any term of this Settlement, or the application thereof to any person or circumstances shall to any extent be held invalid or unenforceable, the remainder of this Settlement, or the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and

each term of this Settlement shall be valid and enforceable to the fullest extent permitted by law.

E. This Settlement may be executed in counterparts, and multiple copies of this Settlement may be executed, each of which, however, shall be one and the same document. Facsimile signatures shall be binding to the same effect as originals and the Parties agree to be bound hereby and to waive any argument that such facsimile signatures are invalid.

F. Any headings in this Settlement are for convenience of reference only and are not a material part of this Settlement.

#### **5. New Jersey Law Governs**

This Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey. The parties acknowledge that this Agreement is the product of negotiations between their respective counsel, and that if there is ever a dispute concerning the meaning of any of its terms, it is agreed that ambiguities within its terms are not to be construed in favor of anyone. It is further agreed that neither this Settlement nor any of the terms hereof may be offered into evidence or otherwise used for any purpose in any subsequent litigation other than in a summary action to enforce the provisions contained herein.

If a provision of this Agreement is held to be illegal or invalid by a court of competent jurisdiction, such provision shall: (i) be revised to the minimum extent necessary to be legal and valid, as long as the revised provision remains consistent with the intent of the parties expressed herein; or, (ii) if the foregoing is not possible, deemed to be severed and deleted. Neither such revision nor such severance and deletion shall affect the validity of the remaining provisions of this Agreement.

**6. Authority to Release and Execute**

Each party signing this Agreement represents and warrants that the person signing this Agreement on behalf of that party has fully power and authority to do so, that said party has full power and authority to enter into and execute this Agreement and all of the terms set forth herein, and that no portion of any claims covered by this Agreement has been assigned, encumbered, or transferred.

The approval of the City of Vineland has been evidenced by a Resolution duly adopted by Council, a copy of which is attached to this Agreement.

**7. Entire Agreement**

This document contains the entire agreement between the Parties with regard to the matters herein set forth. Each party warrants that no promise, inducement, or agreement not expressly stated in this Agreement has been made in connection therewith.

**LOUIS CICCHITTI**

By: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

STATE OF NEW JERSEY :  
: ss  
COUNTY OF \_\_\_\_\_:

I CERTIFY that on \_\_\_\_\_, 2017, \_\_\_\_\_ personally came before me and stated under oath to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument; and
- (b) Executed this instrument as his or his own act.

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Notary Public



**ON BEHALF OF CITY OF VINELAND**

JOHN C. GRADY, ESQUIRE  
CRAIG, ANNIN & BAXTER, LLP

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John C. Grady, Esquire  
*Attorney for City of Vineland*

Dated:

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2017, plaintiff Adam Garrastegui and the City of Vineland, hereby enter into this Settlement Agreement and General Release (the "Settlement" or "Release" or "Agreement") to resolve all matters by and between them from the beginning of his employment with the City of Vineland up to and including the date this Settlement Agreement and Release is executed.

WHEREAS, the parties to this Settlement desire to settle all of the rights, obligations and disputes asserted or that could have been asserted by Adam Garrastegui in contemplated litigation including all claims for lost wages, benefits, and other remunerations; compensatory and punitive damages; costs, pre-judgment and post-judgment interest, and attorney fees; declaratory and injunctive relief; as well as claims asserting any violation of New Jersey's Law Against Discrimination; and

WHEREAS, this Settlement has been negotiated at arm's length, and the Parties each believe that this Settlement is fair and equitable, and in their own best interests; and

WHEREAS, this Settlement provides substantial benefits to each Party hereto, as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein and intending to be legally bound hereby, the Parties hereby agree as follows:

### **1. ADAM GARRASTEGUI**

In consideration of the execution of this Settlement Agreement and the terms and provisions contained herein, Adam Garrastegui and his successors and assigns, hereby

agrees that he shall not pursue any further litigation or dispute resolution procedures against the City of Vineland, Mayor Ruben Bermudez in his individual capacity and official capacity, Robert Garcia in his individual and official capacity, or any other agent, servant, employee, contractor, and any elected or appointed official of the City of Vineland of any kind whatsoever. In consideration of the promises contained herein, Adam Garrastegui and his successors and assigns, hereby unconditionally and irrevocably forever discharges, acquits, releases, and remises the City of Vineland, Mayor Ruben Bermudez in his official capacity and individual capacity, Robert Garcia in his official capacity and individual capacity, and all public officials, Council Members, Mayors, agents, employees, contractors and representatives and their insurers, agents, employees and all manner of successors and assigns, jointly and severally, all and singularly, of and from all manner of actions and causes of action under statute or common law, suits, agreements, judgments, liabilities, claims and demands of whatsoever kind, in law or in equity, known or unknown, foreseen and unforeseen, from the beginning of the his employment with the City of Vineland to the date of this Settlement, arising out of or relating to all of the claims or complaints Adam Garrastegui has up to and including the date this Settlement Agreement and Release is executed. This includes but is not limited to any claims or complaints made known or not made known, those that were brought or that could have been brought in contemplated litigation, including without limitation; claims for lost wages, benefits, compensation for unused vacation time, and others remunerations; compensatory and punitive damages; costs, pre-judgment and post-judgment interest and attorney fees; declaratory and injunctive relief; as well as claims asserting retaliation and hostile work environment and all claims asserted or that could be asserted under the New Jersey Law

Against Discrimination, N.J.S.A. 10:5-1, *et seq.* as well as any claims arising under the New Jersey and United States Constitution provided however that nothing herein shall constitute a release or discharge with respect to any party's right to enforce this Release.

## **2. Payment by City of Vineland and its Insurers.**

In consideration for the Release and exchange of covenants set forth in this Agreement, the City of Vineland and its insurers will pay Adam Garrastegui a total of Eighteen-Thousand Dollars (\$18,000.00) within forty-five (45) days of receiving Adam Garrastegui signed settlement agreement. This payment is allocated as being Five-Thousand Dollars (\$5,000) to the firm of Blaney & Karavan, P.C. for attorneys' fees and costs and Thirteen-Thousand Dollars (\$13,000) to Mark Chaney. The payment will be sent to the law office of Blaney & Karavan, P.C. Tax reporting for the full amount of the settlement payment will be carried out by the City of Vineland.

Adam Garrastegui stipulates that he has or will receive tax advice from a source of his own choosing and is not relying upon any representations made by the City of Vineland or the City of Vineland's insurers or representatives with regard to the tax treatment of the settlement payment

It is expressly **UNDERSTOOD** and **AGREED** that the acceptance of said amount is in full accord and satisfaction of and in compromise of a disputed claim and that payment thereof is not an admission of liability but is made for the purpose of terminating all disputes and litigation between the parties hereto.

## **3. Mutual Non-Disparagement Clause**

Both parties agree that they will not make disparaging remarks about the other relating in any way to the subject matter of this Settlement Agreement and Release.

Furthermore, Adam Garrastegui specifically agrees that he will avoid making disparaging remarks about his supervisors and managers relating in any way to the subject matter of the complaints advanced by him for all conduct from the beginning of his employment with the City of Vineland up to and including the date this Settlement Agreement and Release is executed.

**4. Additional Provisions**

A. This Settlement contains the sole and entire agreement between the Parties and fully supersedes all prior agreements and understandings pertaining to the subject matter hereof. The Parties represent and acknowledge that, prior to executing this Settlement, each consulted with its counsel, each party obtained the advice of its counsel prior to making the decision to execute this Settlement, and that each party has not relied upon any representation or statement not set forth in this Settlement made by any party thereto, or their counsel or representatives, with regard to the subject matter of this Settlement. No other promises or agreements shall be binding unless in writing, signed by the Parties hereto, and expressly stated to represent an amendment to this Settlement.

B. All parties will bear their own attorneys' fees and costs.

C. The terms of this Settlement shall inure to the benefit of, and shall be binding upon, the successors and assigns of the Parties hereto, and any third party taking by, through or under any party hereto.

D. If any term of this Settlement, or the application thereof to any person or circumstances shall to any extent be held invalid or unenforceable, the remainder of this Settlement, or the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and

each term of this Settlement shall be valid and enforceable to the fullest extent permitted by law.

E. This Settlement may be executed in counterparts, and multiple copies of this Settlement may be executed, each of which, however, shall be one and the same document. Facsimile signatures shall be binding to the same effect as originals and the Parties agree to be bound hereby and to waive any argument that such facsimile signatures are invalid.

F. Any headings in this Settlement are for convenience of reference only and are not a material part of this Settlement.

#### **5. New Jersey Law Governs**

This Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey. The parties acknowledge that this Agreement is the product of negotiations between their respective counsel, and that if there is ever a dispute concerning the meaning of any of its terms, it is agreed that ambiguities within its terms are not to be construed in favor of anyone. It is further agreed that neither this Settlement nor any of the terms hereof may be offered into evidence or otherwise used for any purpose in any subsequent litigation other than in a summary action to enforce the provisions contained herein.

If a provision of this Agreement is held to be illegal or invalid by a court of competent jurisdiction, such provision shall: (i) be revised to the minimum extent necessary to be legal and valid, as long as the revised provision remains consistent with the intent of the parties expressed herein; or, (ii) if the foregoing is not possible, deemed to be severed and deleted. Neither such revision nor such severance and deletion shall affect the validity of the remaining provisions of this Agreement.

**6. Authority to Release and Execute**

Each party signing this Agreement represents and warrants that the person signing this Agreement on behalf of that party has fully power and authority to do so, that said party has full power and authority to enter into and execute this Agreement and all of the terms set forth herein, and that no portion of any claims covered by this Agreement has been assigned, encumbered, or transferred.

The approval of the City of Vineland has been evidenced by a Resolution duly adopted by Council, a copy of which is attached to this Agreement.

**7. Entire Agreement**

This document contains the entire agreement between the Parties with regard to the matters herein set forth. Each party warrants that no promise, inducement, or agreement not expressly stated in this Agreement has been made in connection therewith.

**ADAM GARRASTEGUI**

By: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

STATE OF NEW JERSEY :  
: ss  
COUNTY OF \_\_\_\_\_:

I CERTIFY that on \_\_\_\_\_, 2017, \_\_\_\_\_ personally came before me and stated under oath to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument; and
- (b) Executed this instrument as his or his own act.

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Notary Public



**ON BEHALF OF CITY OF VINELAND**

JOHN C. GRADY, ESQUIRE  
CRAIG, ANNIN & BAXTER, LLP

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John C. Grady, Esquire  
*Attorney for City of Vineland*

Dated:

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2017, plaintiff Eric Rivera and the City of Vineland, hereby enter into this Settlement Agreement and General Release (the "Settlement" or "Release" or "Agreement") to resolve all matters by and between them from the beginning of his employment with the City of Vineland up to and including the date this Settlement Agreement and Release is executed.

WHEREAS, the parties to this Settlement desire to settle all of the rights, obligations and disputes asserted or that could have been asserted by Eric Rivera in contemplated litigation including all claims for lost wages, benefits, and other remunerations; compensatory and punitive damages; costs, pre-judgment and post-judgment interest, and attorney fees; declaratory and injunctive relief; as well as claims asserting any violation of New Jersey's Law Against Discrimination; and

WHEREAS, this Settlement has been negotiated at arm's length, and the Parties each believe that this Settlement is fair and equitable, and in their own best interests; and

WHEREAS, this Settlement provides substantial benefits to each Party hereto, as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein and intending to be legally bound hereby, the Parties hereby agree as follows:

### 1. ADAM GARRASTEGUI

In consideration of the execution of this Settlement Agreement and the terms and provisions contained herein, Eric Rivera and his successors and assigns, hereby agrees that he shall not pursue any further litigation or dispute resolution procedures against

the City of Vineland, Mayor Ruben Bermudez in his individual capacity and official capacity, Robert Garcia in his individual and official capacity, or any other agent, servant, employee, contractor, and any elected or appointed official of the City of Vineland of any kind whatsoever. In consideration of the promises contained herein, Eric Rivera and his successors and assigns, hereby unconditionally and irrevocably forever discharges, acquits, releases, and remises the City of Vineland, Mayor Ruben Bermudez in his official capacity and individual capacity, Robert Garcia in his official capacity and individual capacity, and all public officials, Council Members, Mayors, agents, employees, contractors and representatives and their insurers, agents, employees and all manner of successors and assigns, jointly and severally, all and singularly, of and from all manner of actions and causes of action under statute or common law, suits, agreements, judgments, liabilities, claims and demands of whatsoever kind, in law or in equity, known or unknown, foreseen and unforeseen, from the beginning of the his employment with the City of Vineland to the date of this Settlement, arising out of or relating to all of the claims or complaints Eric Rivera has up to and including the date this Settlement Agreement and Release is executed. This includes but is not limited to any claims or complaints made known or not made known, those that were brought or that could have been brought in contemplated litigation, including without limitation; claims for lost wages, benefits, compensation for unused vacation time, and others remunerations; compensatory and punitive damages; costs, pre-judgment and post-judgment interest and attorney fees; declaratory and injunctive relief; as well as claims asserting retaliation and hostile work environment and all claims asserted or that could be asserted under the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, *et seq.* as well as any claims arising under the

New Jersey and United States Constitution provided however that nothing herein shall constitute a release or discharge with respect to any party's right to enforce this Release.

## **2. Payment by City of Vineland and its Insurers.**

In consideration for the Release and exchange of covenants set forth in this Agreement, the City of Vineland and its insurers will pay Eric Rivera a total of Eighteen-Thousand Dollars (\$18,000.00) within forty-five (45) days of receiving Eric Rivera signed settlement agreement. This payment is allocated as being Five-Thousand Dollars (\$5,000) to the firm of Blaney & Karavan, P.C. for attorneys' fees and costs and Thirteen-Thousand Dollars (\$13,000) to Mark Chaney. The payment will be sent to the law office of Blaney & Karavan, P.C. Tax reporting for the full amount of the settlement payment will be carried out by the City of Vineland.

Eric Rivera stipulates that he has or will receive tax advice from a source of his own choosing and is not relying upon any representations made by the City of Vineland or the City of Vineland's insurers or representatives with regard to the tax treatment of the settlement payment

It is expressly **UNDERSTOOD** and **AGREED** that the acceptance of said amount is in full accord and satisfaction of and in compromise of a disputed claim and that payment thereof is not an admission of liability but is made for the purpose of terminating all disputes and litigation between the parties hereto.

## **3. Mutual Non-Disparagement Clause**

Both parties agree that they will not make disparaging remarks about the other relating in any way to the subject matter of this Settlement Agreement and Release. Furthermore, Eric Rivera specifically agrees that he will avoid making disparaging

remarks about his supervisors and managers relating in any way to the subject matter of the complaints advanced by him for all conduct from the beginning of his employment with the City of Vineland up to and including the date this Settlement Agreement and Release is executed.

#### **4. Additional Provisions**

**A.** This Settlement contains the sole and entire agreement between the Parties and fully supersedes all prior agreements and understandings pertaining to the subject matter hereof. The Parties represent and acknowledge that, prior to executing this Settlement, each consulted with its counsel, each party obtained the advice of its counsel prior to making the decision to execute this Settlement, and that each party has not relied upon any representation or statement not set forth in this Settlement made by any party thereto, or their counsel or representatives, with regard to the subject matter of this Settlement. No other promises or agreements shall be binding unless in writing, signed by the Parties hereto, and expressly stated to represent an amendment to this Settlement.

**B.** All parties will bear their own attorneys' fees and costs.

**C.** The terms of this Settlement shall inure to the benefit of, and shall be binding upon, the successors and assigns of the Parties hereto, and any third party taking by, through or under any party hereto.

**D.** If any term of this Settlement, or the application thereof to any person or circumstances shall to any extent be held invalid or unenforceable, the remainder of this Settlement, or the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term of this Settlement shall be valid and enforceable to the fullest extent

permitted by law.

E. This Settlement may be executed in counterparts, and multiple copies of this Settlement may be executed, each of which, however, shall be one and the same document. Facsimile signatures shall be binding to the same effect as originals and the Parties agree to be bound hereby and to waive any argument that such facsimile signatures are invalid.

F. Any headings in this Settlement are for convenience of reference only and are not a material part of this Settlement.

#### **5. New Jersey Law Governs**

This Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey. The parties acknowledge that this Agreement is the product of negotiations between their respective counsel, and that if there is ever a dispute concerning the meaning of any of its terms, it is agreed that ambiguities within its terms are not to be construed in favor of anyone. It is further agreed that neither this Settlement nor any of the terms hereof may be offered into evidence or otherwise used for any purpose in any subsequent litigation other than in a summary action to enforce the provisions contained herein.

If a provision of this Agreement is held to be illegal or invalid by a court of competent jurisdiction, such provision shall: (i) be revised to the minimum extent necessary to be legal and valid, as long as the revised provision remains consistent with the intent of the parties expressed herein; or, (ii) if the foregoing is not possible, deemed to be severed and deleted. Neither such revision nor such severance and deletion shall affect the validity of the remaining provisions of this Agreement.

#### **6. Authority to Release and Execute**

Each party signing this Agreement represents and warrants that the person signing this Agreement on behalf of that party has fully power and authority to do so, that said party has full power and authority to enter into and execute this Agreement and all of the terms set forth herein, and that no portion of any claims covered by this Agreement has been assigned, encumbered, or transferred.

The approval of the City of Vineland has been evidenced by a Resolution duly adopted by Council, a copy of which is attached to this Agreement.

**7. Entire Agreement**

This document contains the entire agreement between the Parties with regard to the matters herein set forth. Each party warrants that no promise, inducement, or agreement not expressly stated in this Agreement has been made in connection therewith.

**ERIC RIVERA**

By: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

STATE OF NEW JERSEY :  
: ss  
COUNTY OF \_\_\_\_\_:

I CERTIFY that on \_\_\_\_\_, 2017, \_\_\_\_\_ personally came before me and stated under oath to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument; and
- (b) Executed this instrument as his or his own act.

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Notary Public



**ON BEHALF OF CITY OF VINELAND**

JOHN C. GRADY, ESQUIRE  
CRAIG, ANNIN & BAXTER, LLP

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John C. Grady, Esquire  
*Attorney for City of Vineland*

Dated:

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2017, plaintiff Don Schultz and the City of Vineland, hereby enter into this Settlement Agreement and General Release (the "Settlement" or "Release" or "Agreement") to resolve all matters by and between them from the beginning of his employment with the City of Vineland up to and including the date this Settlement Agreement and Release is executed.

WHEREAS, the parties to this Settlement desire to settle all of the rights, obligations and disputes asserted or that could have been asserted by Don Schultz in contemplated litigation including all claims for lost wages, benefits, and other remunerations; compensatory and punitive damages; costs, pre-judgment and post-judgment interest, and attorney fees; declaratory and injunctive relief; as well as claims asserting any violation of New Jersey's Law Against Discrimination; and

WHEREAS, this Settlement has been negotiated at arm's length, and the Parties each believe that this Settlement is fair and equitable, and in their own best interests; and

WHEREAS, this Settlement provides substantial benefits to each Party hereto, as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein and intending to be legally bound hereby, the Parties hereby agree as follows:

### 1. DON SCHULTZ

In consideration of the execution of this Settlement Agreement and the terms and provisions contained herein, Eric Rivera and his successors and assigns, hereby agrees that he shall not pursue any further litigation or dispute resolution procedures against

the City of Vineland, Mayor Ruben Bermudez in his individual capacity and official capacity, Robert Garcia in his individual and official capacity, or any other agent, servant, employee, contractor, and any elected or appointed official of the City of Vineland of any kind whatsoever. In consideration of the promises contained herein, Don Schultz and his successors and assigns, hereby unconditionally and irrevocably forever discharges, acquits, releases, and remises the City of Vineland, Mayor Ruben Bermudez in his official capacity and individual capacity, Robert Garcia in his official capacity and individual capacity, and all public officials, Council Members, Mayors, agents, employees, contractors and representatives and their insurers, agents, employees and all manner of successors and assigns, jointly and severally, all and singularly, of and from all manner of actions and causes of action under statute or common law, suits, agreements, judgments, liabilities, claims and demands of whatsoever kind, in law or in equity, known or unknown, foreseen and unforeseen, from the beginning of the his employment with the City of Vineland to the date of this Settlement, arising out of or relating to all of the claims or complaints Don Schultz has up to and including the date this Settlement Agreement and Release is executed. This includes but is not limited to any claims or complaints made known or not made known, those that were brought or that could have been brought in contemplated litigation, including without limitation; claims for lost wages, benefits, compensation for unused vacation time, and others remunerations; compensatory and punitive damages; costs, pre-judgment and post-judgment interest and attorney fees; declaratory and injunctive relief; as well as claims asserting retaliation and hostile work environment and all claims asserted or that could be asserted under the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, *et seq.* as well as any claims arising under the

New Jersey and United States Constitution provided however that nothing herein shall constitute a release or discharge with respect to any party's right to enforce this Release.

**2. Payment by City of Vineland and its Insurers.**

In consideration for the Release and exchange of covenants set forth in this Agreement, the City of Vineland and its insurers will pay Don Schultz a total of Eighteen-Thousand Dollars (\$18,000.00) within forty-five (45) days of receiving Don Schultz signed settlement agreement. This payment is allocated as being Five-Thousand Dollars (\$5,000) to the firm of Blaney & Karavan, P.C. for attorneys' fees and costs and Thirteen-Thousand Dollars (\$13,000) to Mark Chaney. The payment will be sent to the law office of Blaney & Karavan, P.C. Tax reporting for the full amount of the settlement payment will be carried out by the City of Vineland.

Eric Rivera stipulates that he has or will receive tax advice from a source of his own choosing and is not relying upon any representations made by the City of Vineland or the City of Vineland's insurers or representatives with regard to the tax treatment of the settlement payment

It is expressly **UNDERSTOOD** and **AGREED** that the acceptance of said amount is in full accord and satisfaction of and in compromise of a disputed claim and that payment thereof is not an admission of liability but is made for the purpose of terminating all disputes and litigation between the parties hereto.

**3. Mutual Non-Disparagement Clause**

Both parties agree that they will not make disparaging remarks about the other relating in any way to the subject matter of this Settlement Agreement and Release. Furthermore, Eric Rivera specifically agrees that he will avoid making disparaging

remarks about his supervisors and managers relating in any way to the subject matter of the complaints advanced by him for all conduct from the beginning of his employment with the City of Vineland up to and including the date this Settlement Agreement and Release is executed.

**4. Additional Provisions**

**A.** This Settlement contains the sole and entire agreement between the Parties and fully supersedes all prior agreements and understandings pertaining to the subject matter hereof. The Parties represent and acknowledge that, prior to executing this Settlement, each consulted with its counsel, each party obtained the advice of its counsel prior to making the decision to execute this Settlement, and that each party has not relied upon any representation or statement not set forth in this Settlement made by any party thereto, or their counsel or representatives, with regard to the subject matter of this Settlement. No other promises or agreements shall be binding unless in writing, signed by the Parties hereto, and expressly stated to represent an amendment to this Settlement.

**B.** All parties will bear their own attorneys' fees and costs.

**C.** The terms of this Settlement shall inure to the benefit of, and shall be binding upon, the successors and assigns of the Parties hereto, and any third party taking by, through or under any party hereto.

**D.** If any term of this Settlement, or the application thereof to any person or circumstances shall to any extent be held invalid or unenforceable, the remainder of this Settlement, or the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term of this Settlement shall be valid and enforceable to the fullest extent

permitted by law.

E. This Settlement may be executed in counterparts, and multiple copies of this Settlement may be executed, each of which, however, shall be one and the same document. Facsimile signatures shall be binding to the same effect as originals and the Parties agree to be bound hereby and to waive any argument that such facsimile signatures are invalid.

F. Any headings in this Settlement are for convenience of reference only and are not a material part of this Settlement.

#### **5. New Jersey Law Governs**

This Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey. The parties acknowledge that this Agreement is the product of negotiations between their respective counsel, and that if there is ever a dispute concerning the meaning of any of its terms, it is agreed that ambiguities within its terms are not to be construed in favor of anyone. It is further agreed that neither this Settlement nor any of the terms hereof may be offered into evidence or otherwise used for any purpose in any subsequent litigation other than in a summary action to enforce the provisions contained herein.

If a provision of this Agreement is held to be illegal or invalid by a court of competent jurisdiction, such provision shall: (i) be revised to the minimum extent necessary to be legal and valid, as long as the revised provision remains consistent with the intent of the parties expressed herein; or, (ii) if the foregoing is not possible, deemed to be severed and deleted. Neither such revision nor such severance and deletion shall affect the validity of the remaining provisions of this Agreement.

#### **6. Authority to Release and Execute**



- (a) was the maker of the attached instrument; and
- (b) Executed this instrument as his or his own act.

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Notary Public



**ON BEHALF OF CITY OF VINELAND**

JOHN C. GRADY, ESQUIRE  
CRAIG, ANNIN & BAXTER, LLP

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John C. Grady, Esquire  
*Attorney for City of Vineland*

Dated:

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2017, plaintiff Robert VonSuskil and the City of Vineland, hereby enter into this Settlement Agreement and General Release (the “Settlement” or “Release” or “Agreement”) to resolve all matters by and between them from the beginning of his employment with the City of Vineland up to and including the date this Settlement Agreement and Release is executed.

WHEREAS, the parties to this Settlement desire to settle all of the rights, obligations and disputes asserted or that could have been asserted by Robert VonSuskil in contemplated litigation including all claims for lost wages, benefits, and other remunerations; compensatory and punitive damages; costs, pre-judgment and post-judgment interest, and attorney fees; declaratory and injunctive relief; as well as claims asserting any violation of New Jersey’s Law Against Discrimination; and

WHEREAS, this Settlement has been negotiated at arm’s length, and the Parties each believe that this Settlement is fair and equitable, and in their own best interests; and

WHEREAS, this Settlement provides substantial benefits to each Party hereto, as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein and intending to be legally bound hereby, the Parties hereby agree as follows:

### **1. ROBERT VONSUSKIL**

In consideration of the execution of this Settlement Agreement and the terms and provisions contained herein, Robert VonSuskil and his successors and assigns, hereby

agrees that he shall not pursue any further litigation or dispute resolution procedures against the City of Vineland, Mayor Ruben Bermudez in his individual capacity and official capacity, Robert Garcia in his individual and official capacity, or any other agent, servant, employee, contractor, and any elected or appointed official of the City of Vineland of any kind whatsoever. In consideration of the promises contained herein, Robert VonSuskil and his successors and assigns, hereby unconditionally and irrevocably forever discharges, acquits, releases, and remises the City of Vineland, Mayor Ruben Bermudez in his official capacity and individual capacity, Robert Garcia in his official capacity and individual capacity, and all public officials, Council Members, Mayors, agents, employees, contractors and representatives and their insurers, agents, employees and all manner of successors and assigns, jointly and severally, all and singularly, of and from all manner of actions and causes of action under statute or common law, suits, agreements, judgments, liabilities, claims and demands of whatsoever kind, in law or in equity, known or unknown, foreseen and unforeseen, from the beginning of the his employment with the City of Vineland to the date of this Settlement, arising out of or relating to all of the claims or complaints Robert VonSuskil has up to and including the date this Settlement Agreement and Release is executed. This includes but is not limited to any claims or complaints made known or not made known, those that were brought or that could have been brought in contemplated litigation, including without limitation; claims for lost wages, benefits, compensation for unused vacation time, and others remunerations; compensatory and punitive damages; costs, pre-judgment and post-judgment interest and attorney fees; declaratory and injunctive relief; as well as claims asserting retaliation and hostile work environment and all claims asserted or that could be asserted under the New Jersey Law

Against Discrimination, N.J.S.A. 10:5-1, *et seq.* as well as any claims arising under the New Jersey and United States Constitution provided however that nothing herein shall constitute a release or discharge with respect to any party's right to enforce this Release.

## **2. Payment by City of Vineland and its Insurers.**

In consideration for the Release and exchange of covenants set forth in this Agreement, the City of Vineland and its insurers will pay Robert VonSuskil a total of Eighteen-Thousand Dollars (\$18,000.00) within forty-five (45) days of receiving Robert VonSuskil signed settlement agreement. This payment is allocated as being Five-Thousand Dollars (\$5,000) to the firm of Blaney & Karavan, P.C. for attorneys' fees and costs and Thirteen-Thousand Dollars (\$13,000) to Robert Vonsuskil. The payment will be sent to the law office of Blaney & Karavan, P.C. Tax reporting for the full amount of the settlement payment will be carried out by the City of Vineland.

Robert VonSuskil stipulates that he has or will receive tax advice from a source of his own choosing and is not relying upon any representations made by the City of Vineland or the City of Vineland's insurers or representatives with regard to the tax treatment of the settlement payment

It is expressly **UNDERSTOOD** and **AGREED** that the acceptance of said amount is in full accord and satisfaction of and in compromise of a disputed claim and that payment thereof is not an admission of liability but is made for the purpose of terminating all disputes and litigation between the parties hereto.

## **3. Mutual Non-Disparagement Clause**

Both parties agree that they will not make disparaging remarks about the other relating in any way to the subject matter of this Settlement Agreement and Release.

Furthermore, Robert Vonsuskil specifically agrees that he will avoid making disparaging remarks about his supervisors and managers relating in any way to the subject matter of the complaints advanced by him for all conduct from the beginning of his employment with the City of Vineland up to and including the date this Settlement Agreement and Release is executed.

#### **4. Additional Provisions**

**A.** This Settlement contains the sole and entire agreement between the Parties and fully supersedes all prior agreements and understandings pertaining to the subject matter hereof. The Parties represent and acknowledge that, prior to executing this Settlement, each consulted with its counsel, each party obtained the advice of its counsel prior to making the decision to execute this Settlement, and that each party has not relied upon any representation or statement not set forth in this Settlement made by any party thereto, or their counsel or representatives, with regard to the subject matter of this Settlement. No other promises or agreements shall be binding unless in writing, signed by the Parties hereto, and expressly stated to represent an amendment to this Settlement.

**B.** All parties will bear their own attorneys' fees and costs.

**C.** The terms of this Settlement shall inure to the benefit of, and shall be binding upon, the successors and assigns of the Parties hereto, and any third party taking by, through or under any party hereto.

**D.** If any term of this Settlement, or the application thereof to any person or circumstances shall to any extent be held invalid or unenforceable, the remainder of this Settlement, or the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and

each term of this Settlement shall be valid and enforceable to the fullest extent permitted by law.

E. This Settlement may be executed in counterparts, and multiple copies of this Settlement may be executed, each of which, however, shall be one and the same document. Facsimile signatures shall be binding to the same effect as originals and the Parties agree to be bound hereby and to waive any argument that such facsimile signatures are invalid.

F. Any headings in this Settlement are for convenience of reference only and are not a material part of this Settlement.

#### **5. New Jersey Law Governs**

This Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey. The parties acknowledge that this Agreement is the product of negotiations between their respective counsel, and that if there is ever a dispute concerning the meaning of any of its terms, it is agreed that ambiguities within its terms are not to be construed in favor of anyone. It is further agreed that neither this Settlement nor any of the terms hereof may be offered into evidence or otherwise used for any purpose in any subsequent litigation other than in a summary action to enforce the provisions contained herein.

If a provision of this Agreement is held to be illegal or invalid by a court of competent jurisdiction, such provision shall: (i) be revised to the minimum extent necessary to be legal and valid, as long as the revised provision remains consistent with the intent of the parties expressed herein; or, (ii) if the foregoing is not possible, deemed to be severed and deleted. Neither such revision nor such severance and deletion shall affect the validity of the remaining provisions of this Agreement.

**6. Authority to Release and Execute**

Each party signing this Agreement represents and warrants that the person signing this Agreement on behalf of that party has fully power and authority to do so, that said party has full power and authority to enter into and execute this Agreement and all of the terms set forth herein, and that no portion of any claims covered by this Agreement has been assigned, encumbered, or transferred.

The approval of the City of Vineland has been evidenced by a Resolution duly adopted by Council, a copy of which is attached to this Agreement.

**7. Entire Agreement**

This document contains the entire agreement between the Parties with regard to the matters herein set forth. Each party warrants that no promise, inducement, or agreement not expressly stated in this Agreement has been made in connection therewith.

**ROBERT VONSUSKIL**

By: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

STATE OF NEW JERSEY :  
: ss  
COUNTY OF \_\_\_\_\_:

I CERTIFY that on \_\_\_\_\_, 2017, \_\_\_\_\_ personally came before me and stated under oath to my satisfaction that this person (or

if more than one, each person):

- (a) was the maker of the attached instrument; and
- (b) Executed this instrument as his or his own act.

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Notary Public



**ON BEHALF OF CITY OF VINELAND**

JOHN C. GRADY, ESQUIRE  
CRAIG, ANNIN & BAXTER, LLP

---

John C. Grady, Esquire  
*Attorney for City of Vineland*

Dated: