

RELEASE

This **RELEASE**, dated January ____, 2010, is given:

BY the Releasor JEFFREY MATFUS, M.D., referred to as "PLAINTIFF,"

TO: THE TOWNSHIP OF RIVERVALE and to JOSEPH BLUNDO, HOLLY T. SCHEPISI, DWIGHT DeSTEFAN, GLEN JASIONOWSKI, MARK BROMBERG, DENISE SIEG, AARON BACK and ROBERT RYAN, including all of their officers, agents, and employees, referred to collectively as "YOU" or "YOUR" or "THE RIVER VALE DEFENDANTS." This RELEASE is in no way to be considered a release of the claims asserted by PLAINTIFF against Defendants River Vale Board of Education, Lorraine Waldes, David Verducci, and Kelly Ippolito.

1. **Release.** PLAINTIFF hereby releases and gives up any and all claims and rights which he may have against YOU. This releases all claims, including those of which PLAINTIFF is not presently aware, and those which are not specifically mentioned either in the original Complaint or in the First, Second, or Third Amended Complaint filed on PLAINTIFFS' behalf or in this Release. This Release applies to all claims resulting from any conduct which has occurred to date. PLAINTIFF also specifically release the following claims:
 - A. All claims against THE RIVER VALE DEFENDANTS set forth in the action entitled Jeffrey Matfus, M.D. vs. Township of Rivervale, Joseph Blundo, Holly Schepisi, Dwight DeStefan, Glen Jasionowski, Mark Bromberg, Denise Seig, Rivervale Board of Education, Aaron Back, Robert Ryan, Lorraine Waldes, David Verducci, Kelly Ippolito, and John Does 1-5, filed in the United States District Court, District of New Jersey, Docket No. 07-cv-05856, including any claims not pleaded therein or any claims cognizable or allowable pursuant to amendment.
 - B. All claims between the parties through the date of this Release including but not limited to any claims for reimbursement of costs for litigation, expenses, and attorneys fees Plaintiff would have been entitled to recover pursuant to state or federal law, pursuant to any state or federal civil rights statute, pursuant to any prior agreement of the parties or pursuant to The New Jersey Court Rules or the Federal or Local Federal Rules of Civil Procedure.
2. **Payment.** PLAINTIFF has been paid a total of \$20,000.00 in full and final payment for making this Release. PLAINTIFF agrees that PLAINTIFF will not seek anything further, including any other payment, from YOU. PLAINTIFF also agrees that this payment shall be designated as payment towards Plaintiff's counsel fees.
3. **Understanding of the Parties.** This lawsuit is being settled for what the RIVER VALE DEFENDANTS consider nuisance value, and PLAINTIFF is receiving payment towards Plaintiff's counsel fees.

It is further PLAINTIFF'S understanding that PLAINTIFF hereby waives any and all claims against THE RIVER VALE DEFENDANTS in the event that the federal or state authorities

deem this settlement to be taxable, and should this occur PLAINTIFF, and PLAINTIFF alone, is responsible for the payment of any such taxes.

It is further PLAINTIFF'S understanding that both parties are obligated to follow the terms and provisions of the settlement agreement which is annexed to this RELEASE.

- 4. No Admissions as to Liability or Damages.** PLAINTIFF hereby agrees that THE RIVER VALE DEFENDANTS do not admit liability as to any of PLAINTIFF'S claims. PLAINTIFF hereby agrees that nothing in this RELEASE or the annexed settlement agreement shall be construed as an admission of liability, and that no finding of liability has been made. PLAINTIFF also agrees that it is the intention of the parties to this RELEASE and settlement to enter into said settlement solely for the purpose of amicably resolving any and all matters in controversy or in dispute, and to avoid the further expenditure of attorneys fees and other costs that would result from continued and protracted litigation.

Furthermore, PLAINTIFF hereby agrees that PLAINTIFF is solely responsible for all attorneys fees and costs payable to PLAINTIFF'S attorney, and PLAINTIFF agrees that none of the parties in the matter at bar is construed to be a "prevailing party" under federal law or under state law, such that each party herein, including PLAINTIFF, hereby waives and releases its claim against every other party for attorneys fees and costs pursuant to any state or federal law or pursuant to the New Jersey Rules of Court, the Federal Rules of Civil Procedure, or the Local Federal Rules, and each party agrees to be responsible for the payment of its own attorneys fees.

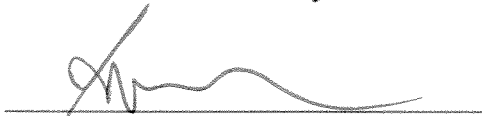
- 5. Confidentiality Agreement.** To the maximum extent allowed by law, THE PARTIES hereby agree that they and their attorneys, together with all persons acting in concert or in participation with them, shall maintain the nature, substance and terms of this settlement, all facts obtained in this action, and the fact or existence of a settlement, in strict and absolute confidence, and shall not disclose that information except to attorneys, spouses, financial advisors or accountants, or except as may be necessary to comply with any state or federal tax or other reporting requirements, or as may otherwise be required by law or by court order. PLAINTIFF agrees that no Confidentiality Agreement shall prevent members of the Township of River Vale's Governing Body, and its representatives, from (a) discussing the settlement of this action at a public meeting or from answering any questions made at a public meeting regarding the settlement, by indicating that the matter has been settled because, in the RIVER VALE DEFENDANTS' opinion, of nuisance value and to avoid any additional litigation costs to the taxpayers, that all of THE RIVER VALE DEFENDANTS deny any and all liability, that Dr. Matfus has agreed to refrain from engaging in conduct that THE RIVER VALE DEFENDANTS had considered threatening in nature, and that there is a provision in the settlement agreement which would allow the parties to enforce the terms of the settlement or (b) otherwise disclosing this Agreement as may be required by the Open Public Records Act. PLAINTIFF also agrees that he will immediately contact THE RIVER VALE DEFENDANTS' counsel should any document to this litigation be disclosed, or should he receive a request for such documents, or should he learn of their disclosure.

6. **Non-Disparagement Agreement.** The Parties agree that they will not disparage, or cause or encourage any other person or entity to disparage, either orally or in writing, any of the Parties, or in the Case of the River Vale Defendants the River Vale Defendants and/or any member of their respective families, or any of the Parties' businesses, products, services or practices, or any of the Parties' directors, officers, agents, representatives, stockholders, partners, members, employees, or affiliates, provided however that the Parties may provide truthful information to the extent required by a valid subpoena or other court order, or as necessary to the continued litigation between PLAINTIFF and the Board of Education Defendants.
7. **No Assistance Agreement.** PLAINTIFF hereby agrees that he shall not provide information, advice, support, or assistance, directly or indirectly, to others in connection with any action, suit or proceeding against any of THE RIVER VALE DEFENDANTS except as expressly required by law.
8. **Permanent Restraint.** While PLAINTIFF denies any guilt, he nevertheless agrees to permanently refrain from harassing and/or stalking any of THE RIVER VALE DEFENDANTS and their respective families (collectively the "RIVER VALE PROTECTED PARTIES."). Specifically, PLAINTIFF agrees that he will no longer contact or harass the RIVER VALE PROTECTED PARTIES through any medium whatsoever, known or unknown, including, but not limited to, through third parties, blogs, anonymous emails, by calling or having others call on his behalf such Parties, by sending or having others send on his behalf to the RIVER VALE PROTECTED PARTIES, faxes, emails, or instant messages or sending such communications about the RIVER VALE PROTECTED PARTIES to any third parties, including but not limited to past, current or future employers, or having others send such communications on his behalf, that he will no longer take photographs of the RIVER VALE PROTECTED PARTIES, and that he will no longer come to the RIVER VALE PROTECTED PARTIES homes or places of employment unless specifically invited. PLAINTIFF further agrees that he will no longer speak to or contact the RIVER VALE PROTECTED PARTIES except for civil, non-harassing communications at public meetings, in the case of a true emergency or in connection with settling any debt PLAINTIFF owes or might in the future owe to the Township of River Vale. In a situation wherein PLAINTIFF may come into close proximity with the RIVER VALE DEFENDANTS, their homes or places of employment due to the use of public thoroughfares, roadways, or public places, PLAINTIFF agrees that he will not pursue THE RIVER VALE DEFENDANTS, harass THE RIVER VALE DEFENDANTS, stalk THE RIVER VALE DEFENDANTS, threaten the RIVER VALD DEFENDANTS, photograph the RIVER VALE DEFENDANTS, keep surveillance of THE RIVER VALE DEFENDANTS, or otherwise disturb the peace of THE RIVER VALE DEFENDANTS.
9. **Review of Release.** PLAINTIFF hereby agrees and certifies that PLAINTIFF has read the entire Release, that PLAINTIFF fully understand the Release, that PLAINTIFF has conferred with his attorney and has asked all relevant questions of his attorney concerning the terms and conditions of this Release and settlement, and that PLAINTIFF has voluntarily signed said Release. Attached hereto as Exhibit "A," is an Affidavit from PLAINTIFF'S current attending psychiatrist that as of the date hereof he is legally competent to execute this RELEASE.


10. **Who is Bound.** PLAINTIFF is bound by this Release. Anyone who succeeds to PLAINTIFF'S rights and to PLAINTIFF'S responsibilities, such as PLAINTIFF'S heirs or the executor of PLAINTIFF'S Estate, is also bound. To the extent that PLAINTIFF possesses a statutory or common law claim for reimbursement of attorneys fees, costs, or disbursements associated with the prosecution of this action pursuant to the decisional or common law of this state and the United States or pursuant to any state or federal statute, it is also PLAINTIFF'S intention that PLAINTIFF'S attorney also be bound by this Release as to PLAINTIFF'S claim for reimbursement of attorneys fees, costs, or disbursements. This Release is made also for YOUR benefit and for the benefit of all who succeed to YOUR rights and to YOUR responsibilities, such as YOUR heirs or the executor of YOUR Estate.

11. **Signatures.** PLAINTIFF understands and agrees to the terms and the conditions of this Release, as attested to by PLAINTIFF'S signature, which is made in the presence of PLAINTIFF'S attorney or a licensed Notary Public.

Witnessed or Attested by:



GERALD J. RESNICK, ESQ.
(or a licensed Notary Public)



JEFFREY MATFUS, M.D.

5-93

THOMAS B. HANRAHAN & ASSOCIATES

80 Grand Avenue

River Edge, New Jersey 07661

(201) 525-1011

Attorneys for Defendants Township of

River Vale, Joseph Blundo, Holly Schepisi

Dwight D. de Stefan, Glen Jasionowski, Mark Bromberg,

Denise Sieg, Aaron Back, and Robert Ryan

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

Plaintiff

JEFFREY MATFUS, M.D.

vs.

Defendants

TOWNSHIP OF RIVER VALE, JOSEPH
BLUNDO, HOLLY SCHEPISI, DWIGHT
D. DE STEFAN, GLEN JANONOWSKI,
MARK BROMBERG, DENISE SEIG,
RIVER VALE BOARD OF EDUCATION,
AARON BACK, ROBERT RYAN,
LORRAINE WALDES, DAVID
VERDUCCI, KELLY IPPOLITO, and
JOHN DOES 1-5

Civil Action

Civil Action No. 07-cv-05856
(JLL-CCC)

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (hereinafter "the Agreement") is made and entered into by and between the Parties as identified in the following Section 1 as of this ____ day of January 2010 (the "Effective Date"), and is a binding contract, the terms of which are delineated below.

1. Parties to the Agreement:

- 1.1 Jeffrey Matfus (referred to herein as "Matfus" or "Plaintiff")
- 1.2 The Township of River Vale

- 1.3 Joseph Blundo
- 1.4 Holly T. Schepisi
- 1.5 Dwight D. DeStefan
- 1.6 Glen Jasionowski
- 1.7 Mark Bromberg
- 1.8 Denise Sieg
- 1.9 Aaron Back
- 1.10 Robert Ryan
- 1.11 The individuals listed in Sections 1.3 through 1.10 are collectively referred to herein as the “Individual Defendants.”
- 1.12 With the exception of Matfus, all parties listed above shall be jointly referred to herein as “River Vale Parties.”
- 1.13 Matfus and the River Vale Parties will collectively be referred to herein as the “Parties.”

2. Definitions:

- 2.1 The “Litigation” means the lawsuit syled by JEFFREY MATFUS, M.D., Plaintiff vs. TOWNSHIP OF RIVER VALE, JOSEPH BLUNDO, HOLLY SCHEPISI, DWIGHT D. DESTEFAN, GLEN JANONOWSKI, MARK BROMBERG, DENISE SEIG, RIVER VALE BOARD OF EDUCATION, AARON BACK, ROBERTY RYAN, LORRAINE WALDES, DAVID VERDUCCI, KELLY IPPOLITO, AND JOHN DOES 1-5, Defendants, currently pending in the United States District Court, District of New Jersey, bearing Docket No. 07-cv-5856.

2.2 “Claim” or “Claims” mean any and all theories of recovery of whatever nature, whether presently known or unknown, recognized by the law of any jurisdiction, including but not limited to actions, causes of action, demands, liabilities, suits, payments, charges, obligations, and judgments, whether arising in contract or in tort, at law or in equity, or under any theory of liability, arising out of or concerning the Litigation, and/or any other claims that were or could have been asserted in the Litigation.

2.3 “Agreement” means this Settlement Agreement, including any and all attached exhibits, assignments, contracts, and all other documents necessary to consummate this settlement.

3. Recitals:

3.1 WHEREAS Matfus filed an original Complaint and a First, Second and Third Amended Complaint in the Litigation against the River Vale Parties, and wherein Matfus set forth certain allegations;

3.2 WHEREAS the River Vale Parties have filed Answers in the Litigation and have been seeking leave to file a Motion for Summary Judgment in the Litigation;

3.3 WHEREAS the River Vale Parties understand that a Motion for Summary Judgment may not be filed until completion of discovery in the Litigation;

3.4 WHEREAS the River Vale Parties have been advised by their insurance carrier that the costs and expenses associated with completing discovery and filing a Motion for Summary Judgment could far exceed the payment amount agreed to in this Agreement;

3.5 WHEREAS the River Vale Parties believe that any actions taken by or on behalf of the River Vale Parties pertaining to Matfus were necessary, reasonable and lawful;

3.6 WHEREAS the River Vale Parties deny the truth or veracity of each and every allegation contained in the First, Second, and Third Amended Complaints; and

3.7 WHEREAS the River Vale Parties understand it is in the financial best interests of the Township of River Vale to resolve this dispute for what the River Vale Parties consider a nuisance value payment in exchange for the representations, warranties and covenants by Matfus, including by not limited to, a permanent order of restraint in favor of the River Vale Parties, contained in this Agreement; and

3.8 WHEREAS Matfus agrees that is in his interest to resolve this dispute for what the River Vale Parties consider nuisance value and in exchange for the representations, warranties and covenants by him contained in this Agreement, including but not limited to, a permanent order of restraint in favor of the River Vale Parties;

NOW THEREFORE, in reliance upon the representations, warranties and covenants in this Agreement, the receipt and sufficiency which is hereby acknowledged, the Parties hereby agree as follows:

4. **Payment:** Upon approval of this Agreement by the Township of River Vale pursuant to a duly authorized resolution, Matfus will be paid a total of \$20,000.00 in full and final settlement of this matter. The River Vale Parties consider this payment to be

nuisance value, and the Parties agree it shall be designated as payment towards Matfus' counsel fees.

5. **Understanding of the Parties:** This lawsuit is being settled in its entirety between the Parties to this AGREEMENT, and Matfus understands that all of the settlement proceeds shall be designated as payment towards Plaintiff's counsel fees.

PLAINTIFF hereby waives any and all claims against the River Vale Parties in the event that the federal or state authorities deem this settlement to be taxable, and should this occur PLAINTIFF, and PLAINTIFF alone, is responsible for the payment of any such taxes.

6. **No Admissions as to Liability or Damages:** The River Vale Parties do not admit liability as to any of PLAINTIFF'S claims. PLAINTIFF acknowledges that nothing in this AGREEMENT shall be construed as an admission of liability, and that no finding of liability has been made. PLAINTIFF agrees that he shall not make any representation to the contrary. The parties agree that no party to this action may be construed as a "prevailing party," and that no party to this action has a claim against any other Party as a "prevailing party."

7. **Confidentiality:** To the maximum extent allowable by law, THE PARTIES hereby agree that they and each of their attorneys, together with all persons acting in concert or in participation with them, shall maintain the nature, substance, and terms of this settlement, all facts obtained in this action, and the fact or existence of a settlement, in strict and absolute confidence, and shall not disclose that information except to attorneys, spouses, financial advisors or accountants, or except as may be necessary to comply with any state or federal tax or other reporting requirements, or as may

otherwise be required by law or by court order. This provision shall not prevent members of the Township of River Vale's Governing Body, and its representatives, from (a) discussing this Agreement at a public meeting or from answering any questions made at a public meeting regarding the settlement that the River Vale Parties agreed to settle the matter solely because of nuisance value and to avoid any additional litigation costs to the taxpayers, that all of the River Vale Parties deny any and all liability, and that Dr. Matfus has agreed to refrain from engaging in conduct that the River Vale Parties had considered threatening in nature, and that there is a provision in the Agreement which would allow the Parties to enforce the terms of the settlement or (b) otherwise disclose this Agreement as may be required by the Open Public Records Act. The Parties agree that they will immediately contact one another's counsel should any document to this litigation be disclosed, or should they receive a request for such documents, or should they learn of their disclosure. Furthermore, this Agreement shall not be filed with any Court except as may be necessary to obtain the enforcement of its terms, or as may be required by law or by court order.

8. **Non-Disparagement:** The Parties agree that they will not disparage, or cause or encourage any other person or entity to disparage, either orally or in writing, any of the Parties or in the case of the River Vale Parties the River Vale Parties and/or any member of their respective families, or any of the Parties' businesses, products, services or practices, or any of the Parties' directors, officers, agents, representatives, stockholders, partners, members, employees, or affiliates, provided however that the Parties may provide truthful information to the extent required by a valid subpoena or

other court order, or as necessary to the continued litigation between PLAINTIFF and the Board of Education Defendants. The Parties acknowledge that money damages would not be a sufficient remedy for any breach of this specific section, and that the Parties shall be entitled to enforce this section through injunctive relief and the recovery of all reasonable and necessary attorneys fees incurred in obtaining injunctive relief. Such remedies shall not be deemed the exclusive remedy for a breach of this section, but shall be in addition to all remedies available at law or in equity, including the recovery of damages resulting from the disparagement.

9. **Permanent Restraint:** While PLAINTIFF denies any guilt, he nevertheless agrees to permanently refrain from harassing and/or stalking any of the River Vale Parties and their respective families (collectively the “River Vale Protected Parties.”). Specifically, PLAINTIFF agrees that he will no longer contact or harass the River Vale Protected Parties through any medium whatsoever, known or unknown, including, but not limited to, through third parties, blogs, anonymous emails, by calling or having others call on his behalf such Parties, by sending or having others send on his behalf to the River Vale Protected Parties, faxes, emails, or instant messages or sending such communications about the River Vale Protected Parties to any third parties, including but not limited to past, current or future employers, or having others send such communications on his behalf, that he will no longer take photographs of the River Vale Protected Parties, and that he will no longer come to the River Vale Protected Parties homes or places of employment unless specifically invited. PLAINTIFF further agrees that he will no longer speak to or contact the River Vale Protected Parties except for civil, non-harassing communications at public

meetings, in the case of a true emergency or in connection with settling any debt Plaintiff owes or might in the future owe to the Township of River Vale. In a situation wherein Plaintiff may come into close proximity with the River Vale Parties, their homes or places of employment due to the use of public thoroughfares, roadways, or public places, PLAINTIFF agrees that he will not pursue the River Vale Parties, harass the River Vale Parties, stalk the River Vale Parties, threaten the River Vale Parties, photograph the River Vale Parties, keep surveillance of the River Vale Parties, or otherwise disturb the peace of the River Vale Parties.

10. **Stipulation of Dismissal:** PLAINTIFF or his attorney shall execute a Stipulation of Dismissal with prejudice and without Costs as to the River Vale Parties.

11. **Release:**

11.1 PLAINTIFF shall execute a Release in the form annexed hereto as Exhibit "A."

In accordance with said Release PLAINTIFF releases all claims, including but not limited to, all claims asserted or that could have been asserted in the Litigation (but excluding any claims for the breach of this Agreement), causes of actions, liabilities, damages (including attorneys fees and costs) whether known or unknown, and whether foreseen or unforeseen, which Matfus has ever had, or now has, or may have in the future against any of the River Vale Parties based upon the facts which occurred up to and through the Effective Date. In particular, Plaintiff specifically releases the following claims:

Any and all claims against the Township of Rivervale, Joseph Blundo, Holly Schepisi, Dwight DeStefan, Glen Jasionowksi, Mark Bromberg, Denise Sieg, Aaron Back and Robert Ryan, as well as the River Vale Parties' officers, directors, shareholders, partners, subsidiaries, affiliates, employees, representatives, attorneys, successors and assigns. which were or could have been set forth in a Complaint filed

in the United States District Court, District of New Jersey, Docket No. 07-cv-05856 including all claims for attorneys fees and costs that PLAINTIFF would have been entitled to recover under state or federal law, under any state or federal civil rights statute, under any prior agreement of the parties or under the New Jersey Rules of Court and/or the Federal Rules of Court.

This Release is in no way to be considered a release of the claims asserted by Plaintiff in this Litigation against Defendants River Vale Board of Education, Lorraine Waldes, David Verducci, and Kelly Ippolito.

11.2 Matfus agrees that neither he nor any of his legal or personal representatives, heirs, successors or assigns will institute or prosecute (other than pursuant to court order, subpoena power or similar legal compulsion) any claim, demand, action or cause of action now existing or hereafter asserted against any River Vale Party hereto arising out of or by virtue of or in connection with the events and actions which have taken place between the Parties prior to the date of this Agreement. This covenant shall in no way impair or affect the ability of any Party hereto to enforce the terms of this Agreement.

11.3 Matfus further covenants that he shall not provide information, advice, support or assistance, directly or indirectly, to others in connection with any action, suit or proceeding against any of the River Vale Parties, except as expressly required by law.

12. **Entire Agreement:** PLAINTIFF and THE RIVER VALE PARTIES agree that the foregoing represents the entire AGREEMENT between the parties, and supersedes all prior agreements or understandings, written or oral, if any, between the parties.

13. **Review of Agreement:** PLAINTIFF AND THE RIVER VALE PARTIES hereby agree and certify that they have read this entire AGREEMENT, that they fully

understand the AGREEMENT, that they have conferred with their attorneys and have asked all relevant questions of their respective attorneys concerning the terms and conditions of this AGREEMENT, and that they have voluntarily signed this AGREEMENT. Attached hereto as Exhibit "B," is an Affidavit from PLAINTIFF'S current attending psychiatrist that as of the date hereof Plaintiff is legally competent to execute and deliver the necessary documents to consummate the terms of this Agreement.


14. **Who is Bound:** PLAINTIFF and THE RIVER VALE PARTIES are bound by this AGREEMENT. Anyone who succeeds to PLAINTIFF'S AND/OR THE RIVER VALE PARTIES' rights and to PLAINTIFF'S AND THE RIVER VALE PARTIES' responsibilities is also bound. To the extent that PLAINTIFF or THE RIVER VALE PARTIES possess a statutory or common law claim for reimbursement of attorneys fees, costs, or disbursements associated with the prosecution or the defense of this action pursuant to the decisional or common law of this state and the United States or pursuant to any state or federal statute, it is also PLAINTIFF'S and THE RIVER VALE PARTIES' intention that their attorneys also be bound by this AGREEMENT as to PLAINTIFF'S or THE RIVER VALE PARTIES' claim for reimbursement of attorneys fees, costs, or disbursements. This AGREEMENT is also made for the parties' benefit and for the benefit of all who succeed to their rights and to their responsibilities.

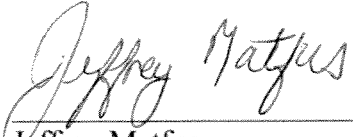
15. **Severability:** If any provisions of this AGREEMENT shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this AGREEMENT is invalid or

unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

16. **Breach of Contract:** The provisions and obligations of this AGREEMENT shall remain in effect in perpetuity. Each of the Parties to this AGREEMENT agrees that the Parties may be irreparably harmed by any breach of the confidentiality provision, non-disparagement provision, covenant not to sue or assist provision, or the permanent restraint provision or any of their attending obligations as set forth in this AGREEMENT, and it is therefore agreed that upon a breach of any of the confidentiality provision or obligations, or breach of any of the non-disparagement or covenant not to sue or assist provisions or obligations, or upon a breach of the permanent restraint provision or obligations as set forth in this AGREEMENT by any of the parties, the non-breaching party may bring an action for injunctive or other equitable relief, liquidated money damages, and/or such other remedy as may be appropriate to remedy such breach.
17. **Signatures:** PLAINTIFF and THE RIVER VALE PARTIES understand and agree to the terms and conditions of this AGREEMENT, as attested to by PLAINTIFF'S AND THE RIVER VALE PARTIES' signatures, which are made in the presence of their attorneys or notaries public.
18. This Agreement will be governed and construed under the laws of the State of New Jersey.

Witnessed or Attested by:


GERALD J. RESNICK, ESQ.
ATTORNEY AT LAW
STATE OF NJ.


Jeffrey Matfus

Joseph Blundo

Holly Schepisi

Dwight DeStefan

Glen Jasionowksi


Denise Seig

Aaron Back

Robert Ryan

NorthJersey.com

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Settlement reached with former township resident
Thursday, January 28, 2010
Last updated: Thursday January 28, 2010, 1:22 AM
BY KIMBERLY REDMOND
Pascack Valley Community Life
OF COMMUNITY LIFE

After nearly two and a half years of litigation, a settlement agreement has been reached concerning a lawsuit filed by a former township resident who alleged that several township officials violated his civil rights.

The agreement, which Mayor Joseph Blundo was authorized to execute at the Monday, Jan. 25 council meeting, allows for the settlement to be paid out of the township's insurance. In exchange, one of the provisions under the terms of the settlement agreement calls for the placement of a permanent restraining order on Jeffrey Matfus, a former River Vale resident.

Matfus filed a suit in United States District Court against the township in December 2007, listing Mayor Joseph Blundo, Township Attorney Holly Schepisi, Councilwoman Denise Sieg, Councilman Dwight de Stefan, Councilman Mark Bromberg, former Police Chief Aaron Back, Lt. Robert Ryan, former Superintendent of Schools David Verducci, Board of Education Business Administrator Kelly Ippolito, Board of Education President Lorraine Waldes, the River Vale Board of Education and five John Does as the defendants.

In the suit, Matfus claimed the defendants "have engaged in continuous, relentless and malicious campaigns of retaliation" against him "since the early 1990s" due to his "outspoken [ess] about numerous issues."

According to the suit, Matfus expressed his opinions on a number of matters, including a misuse of public funds, zoning changes in the township and violations made by the township concerning the Open Public Records Act (OPRA). The suit also identifies some of the various safety concerns Matfus raised to officials, some of which include asbestos and lead exposure, child abuse reporting and claiming that the township was withholding "key information during public meetings."

Some of the alleged harassment listed in the suit included contributing to a Web site to "publically ridicule and humiliate him," "installing a metal detector at Town Hall, expressly due to an alleged concern... and selectively using [it] when he attends public meetings," stealing his car, slashing his tires, disseminating private medical information about him and barring him and/or causing him to be barred from public places, such as stores.

"The acts of harassment and retaliation," said the suit, "were not only intended to cause serious financial and emotional harm... but to also stifle his speech, minimize his

credibility and thereby weaken his message and drive him out of River Vale."

According to Schepisi, the township's outside counsel recently filed a motion for summary judgment to have the case dismissed and the court refused to allow it until all discovery was completed.

Settling with Matfus "is no admission of any guilt whatsoever," said Schepisi during a phone interview on Monday afternoon. "The only reason we're doing this is that it's financially responsible to do so."

An analysis conducted by the township's outside counsel determined that upwards of \$60,000 could be spent in further legal expenses if the case moved forward, she said, adding that the Joint Insurance Fund has paid "in excess of \$70,000" defending the township over the past two years.

Matfus will be paid a "nuisance value payment," which, Schepisi said, is "generally regarded as a payment to end frivolous litigation." The attorney declined to disclose the amount to be paid in the settlement.

"Of the nuisance value payment being made, not one dollar is going to Mr. Matfus," Schepisi explained at Monday's council meeting. "Instead, the full amount is going as payment towards a portion of his legal fees."

Under the terms of the settlement, a permanent restraining order will be placed on Matfus barring him from any contact with the defendants and their families.

"He's also agreed to refrain from any conduct that we consider threatening in nature [and] he's agreed to a non-disparagement clause," the attorney said. "And there's a provision in the agreement that would allow us to enforce the terms of the settlement through injunctions and/or monetary damages."


The township must also abide by certain confidentiality clauses and non-disparagement clauses, added Schepisi.

"Even in the event that we had won the motion for summary judgment or if we had gone to trial and won the matter, we would have never been afforded any of the protections that we managed to negotiate in this settlement agreement," she said.

E-mail: redmondk@northjersey.com

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