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JAN 28 2013

ATLANTIC COUNTY
LAW DIVISION

Plaintiff(s)	:	SUPERIOR COURT OF NEW JERSEY
MARYANN CORALUZZO	:	LAW DIVISION
	:	ATLANTIC COUNTY
vs.	:	
	:	DOCKET NO.: L-407-13
Defendant(s)	:	
BOROUGH OF BUENA	:	Civil Action
	:	
	:	COMPLAINT

Plaintiff, Maryann Coraluzzo, by way of Complaint against the defendant says:

First Count

1. At all times hereinafter mentioned, the plaintiff, Maryann Coraluzzo, was an employee of the defendant, the Borough of Buena, and employed in the capacity as a Borough/Municipal clerk and an employee as defined/described by the New Jersey Conscientious Employee Protection Act, N.J.S.A. 34:19-2(b).
2. At all times hereinafter mentioned, the defendant, the Borough of Buena, was a Borough organized pursuant to the laws of the State of New Jersey and a public entity located in the County of Atlantic in the State of New Jersey and the plaintiff's employer as defined by the New Jersey Conscientious Employee Protection Act, N.J.S.A. 34:19-2(a).
3. Throughout the course of the plaintiff's employment with the defendant, the Borough of Buena, the plaintiff recognized and identified various acts/omissions engaged in by Borough personnel and/or members of management, which the plaintiff reasonably believed/perceived were in violation of the law, rule or regulation and/or a clear

mandate of public policy. Although not part of her assigned job duties, the plaintiff complained and/or objected to the unlawful activities of the defendant's employees to various supervisory personnel and members of the Borough's governing body, all in a position to implement corrective action.

4. The unlawful activities and the conduct which the plaintiff reasonably believed were in violation of the law or a clear mandate of public policy, which formed the basis of the plaintiff's complaints/objections, included but were not limited to the conduct and/or omissions of the Borough's CFO. The unlawful conduct of the defendant's employees/supervisors/CFO included but was not limited to the unlawful falsification of public documents and unlawful activities associated with the procurement of goods/supplies by not complying with or otherwise in violation of laws, rules and regulations regarding public bidding and/or the appropriate procurement method prescribed by law.
5. Following the plaintiff's objections and complaints regarding the conduct she reasonably believed to be unlawful in nature, the plaintiff became the subject of various acts of retaliation including the subject of discussions regarding her work performance by the Borough Committee, which required proper notification and/or otherwise that she be "RICED."
6. As a direct and proximate result of the plaintiff's objections/complaints regarding the perceived unlawful activities of the defendant and/or actions in violation of a clear mandate of public policy, the defendant, by and through its authorized representatives, members of management, and supervisory personnel, engaged in a variety of adverse and retaliatory employment actions. The adverse employment action visited upon the plaintiff included but was not limited to:

- a. **Failure to Promote.** In or about March of 2012, the plaintiff was specifically and expressly offered the position of Borough Administrator and promised a promotion by the Borough's mayor who was in a position to substantially influence and/or control the Borough promotional process. Plaintiff had been performing the required elements of the position of administrator without additional compensation since 2004. The de facto administrator responsibilities included but were not limited to Borough personnel administrator, JIF claims coordinator, civil service appointing authority, webmaster, and public agency compliance officer. The position promised to Coraluzzo was denied and filled by another person following the plaintiff's complaints/objections regarding the unlawful activity aforementioned.
- b. **Wrongful Suspension.** Coraluzzo was suspended from work without pay and not allowed to return to work notwithstanding the presentation of a note from her physician indicating she was cleared for work. In or about September 2012, Coraluzzo, after being cleared by her doctor consistent with the longstanding past practices of the Borough, was denied the return to work.
- c. **Forced to Undergo an Examination/Disparate Treatment.** Notwithstanding the policies/practices of the Borough that fitness for duty examinations were limited in practice and scope to those professions where a strong psychological foundation was necessary for the safety of the public and co-workers, Coraluzzo was required to undergo such an examination. Coraluzzo was subject to humiliation, degradation and an FFDE in retaliation for her reporting and objecting to activities she reasonably believed to be unlawful in nature. Coraluzzo was the first employee in a non-law enforcement capacity to

be subjected to an FFDE in the history of the Borough. Other employees, similarly situated, were not required to undergo an FFDE and the treatment of the plaintiff was disparate in nature. In past practices of the defendant-Borough, the Borough regularly permitted the employee to return to work following an oral or verbal conclusion from the examiner. The practice was intended to minimize the effect on the employee as well as the structure of services to the department until a full written report is obtained by the employer. Coraluzzo was required to wait until the complete written report was received.

d. Suspension without Pay/NJAC Violation. Due Process. In or about September 2012, Coraluzzo was allowed to return to work without restrictions by her mental health practitioner and presented a note/communication to that effect. Coraluzzo was immediately suspended without pay by the Borough. Coraluzzo was not charged with any administrative and/or criminal violations nor was she served a preliminary notice of disciplinary action in violation of N.J.A.C. 4A, N.J.S.A. 11A et seq. She was removed from office. Plaintiff's Due Process rights were violated, no preliminary Loudermill hearing was held within five(5) days of the action and no formal discipline was scheduled within 30 days thereafter. Plaintiff objected to this conduct and continued to be the subject of adverse employment action. In or about October 2012, the plaintiff-Coraluzzo was told, by and through the Borough's authorized representatives, her suspension would be "modified" and she would receive pay. Following the plaintiff's assertion of her legal rights and further objections regarding the conduct of the defendant, the Borough failed to make

prompt payment to the plaintiff causing her substantial additional pecuniary losses and economic hardship, causing her to incur debt and emotional distress. Coraluzzo was improperly required, herself, although not receiving compensation, to make payments to the Borough to maintain her health benefits during her unlawful suspension. No such request was made of any other employee in the past.

- e. RICE Rights Violation. In or about August and September 2012, the defendant unlawfully failed to notice the plaintiff when terms and conditions of her employment were going to be discussed in executive session in violation of "RICE." This conduct was both a retaliatory act and, in and of itself, a separate and distinct unlawful activity of which the plaintiff complained/objected.
- f. Alienation/Isolation. Shortly after reporting unlawful activity more particularly described above by the finance office of the Borough of Buena, the plaintiff was ostracized and isolated in her position, which she held for a period of nearly two decades including but not limited to the exclusion from dinners/award functions. Interruption and drastic reduction in plaintiff's regular communication with the mayor resulted in substantially increased difficulty in performing her duties as a municipal clerk and further isolation.
- g. Interference. Requested supplies in the ordinary course of business that had been properly budgeted were inappropriately denied in an attempt to hamper the efficient operations of plaintiff in her position.
- h. Non-Meritorious Complaints to the DCA. In or about September 2012, the Borough, by and through its authorized representatives, complained to the

New Jersey Department of Community Affairs (DCA) regarding the plaintiff. The DCA is the State agency which oversees and regulates municipal clerks, tax collectors and vital statistic registrars. The complaint was designed and intended to destroy and/or otherwise harm the plaintiff's professional reputation and credibility without just cause. The Department of Community Affairs is the issuing authority for the plaintiff's occupational licenses. DCA sanctions were sought by the defendant in an effort to remove and interfere with the plaintiff's professional license.

i. **Non-Meritorious Discipline/False Allegations.**

- i. The plaintiff was inappropriately and non-meritoriously reprimanded on September 17, 2012, by the Borough Administrator. Plaintiff was disciplined for "failing to obey a directive." The allegation was false and non-meritorious.
- ii. Coraluzzo was admonished and reprimanded for openly recording during a "return to work" meeting with the Borough Administrator. Thereafter, the Borough adopted a resolution prohibiting, unlawfully, recordings in the workplace.
- iii. Coraluzzo was removed as webmaster without cause, which removal impeded and/or otherwise adversely affected her credibility among other employees, including employees that she supervised.
- iv. Coraluzzo was reprimanded for allegedly violating OPRA by deleting emails from her official Borough email account contrary to the facts.
- v. In or about September 2012, the defendant, by and through its authorized representatives, informed co-employees of the Borough of

the plaintiff's medical condition and indicated that the plaintiff was not allowed to return to work because she was "on sick leave" and, on information and belief, was targeted for possible arrest.

- vi. Coraluzzo's office and position was targeted for audit by the defendant. Notwithstanding the fact that Coraluzzo's offices are audited on a regular basis and had never been "written up" during any such proceedings, as well as the fact that Coraluzzo never had been disciplined in her near two decade-long tenure at the Borough, prior to reporting unlawful activity of the finance office, Coraluzzo's office was targeted for an audit through the insistence of the defendant by using the DCA. Coraluzzo subsequently reported, complained and/or objected to the defendant's conduct to the DCA, an outside agency, after which she was subjected to further adverse employment action, including but not limited to the activity described in ix (infra).
- vii. By and through its authorized representatives, the Borough openly advised other employees that the plaintiff was a "problem employee" and a cause of personnel problems. This substantially interfered with her job duties and caused emotional distress.
- viii. In a further unlawful attempt to alienate and isolate the plaintiff from her work environment, the plaintiff was denied access to her Borough email and voicemail, inconsistent with any other conduct employed with other employees out on leave. This conduct was done notwithstanding the fact that Coraluzzo's medical practitioner authorized her to assist with work on a limited basis considering her

unique and indispensable position at the Borough.

ix. In November 2012, contrary to past practices of the Borough, plaintiff-Coraluzzo was required to attend "return to work" meetings with the Borough Administrator.

x. December 2012, Coraluzzo was denied additional staffing assistance in her office, including staffing which would be at no cost to the Borough and additional staff was given to the finance office.

xi. In or about May of 2012, plaintiff was reprimanded by the council president for insubordination for activities/duties that are required to be performed by the Borough solicitor.

j. Misrepresentation of Coraluzzo's Work Status. The defendant's authorized representatives misrepresented the plaintiff's early return to work as an excuse to send her for an FFDE.

k. Public Humiliation. In or about September 2012, the Borough, by and through its authorized representatives and members of management, advised supervisory personnel in the police department that Coraluzzo would not be permitted to return to the Borough Hall until she had undergone an FFDE exam and indicated that she would be arrested if she appeared on the property.

l. Future Promotional and Lateral Transfer Rights Adversely Affected. Due to the unlawful activities of the defendant and the plaintiff's suspension without pay in or about September 2012 until November 18, 2012, the plaintiff lost seniority rights and suffered significant penalties on future promotional exams, layoff rights and lateral transfer opportunities. The adverse employment action is supported by N.J.A.C. 4A:4-2, which indicates

that the scoring of examinations shall be reduced in accordance with the length of suspension as well as a decrease of seniority points, which is lowered as well by length of suspension. Discipline is subtracted from candidates' scores.

m. Demotion. Plaintiff was demoted as a civil service appointing authority in or about September of 2012 without notice and without good cause. The appointing authority designation was removed.

7. As a direct and proximate result of the adverse employment actions visited upon the plaintiff, the plaintiff sustained pecuniary losses and emotional distress and other damages including the physical manifestation of injuries associated with her emotional distress.

WHEREFORE, the plaintiff demands judgment against the defendant sufficient to compensate her for her losses together with cost of suit, attorney's fees, punitive damages and such other damages and relief deemed equitable and just and permitted under the law.

RICHARD M. PESCATORE
A Professional Corporation

Dated: January 25, 2013

By: /s/ Richard M. Pescatore
RICHARD M. PESCATORE
Attorney for Plaintiff

Certification Pursuant to Rule 4:5-1

I, RICHARD M. PESCATORE, ESQUIRE, hereby certify:

1. The matter in controversy is not the subject of any other action pending in any other court or arbitration proceeding and no such action or proceeding is contemplated, to the best of my knowledge.
2. I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me is willfully false, I am subject to punishment.

RICHARD M. PESCATORE
A Professional Corporation

By: /s/ Richard M. Pescatore
RICHARD M. PESCATORE
Attorney for Plaintiffs

Dated: January 25, 2013

Demand for Jury Trial

The plaintiff demands a Trial by jury on all issues in accord with the Rules of this Court.

Demand For Immediate Disclosure of All Members of Defendant's Litigation Control Group.

Plaintiff demands, pursuant to R. 4:18-1, and New Jersey case law, a list of those individuals who currently form their litigation control group.

Designation of Trial Counsel

PLEASE TAKE NOTICE that Richard M. Pescatore, attorney for plaintiffs, is hereby by designated as trial counsel in the above entitled matter pursuant to R. 4:25-1 and R. 4:25-4.

RICHARD M. PESCATORE
A Professional Corporation

By: /s/ Richard M. Pescatore
RICHARD M. PESCATORE
Attorney for Plaintiffs

Dated: January 25, 2013

A. Michael Barker, Esquire
Barker, Gelfand & James
A PROFESSIONAL CORPORATION
Linwood Greene- Suite 12
210 New Road
Linwood, New Jersey 08221
(609) 601-8677
ambarker@BarkerLawFirm.net
Our File Number: 48600-14
Attorney for the Defendant, Borough of Buena

Maryann Coraluzzo

Plaintiff,

vs.

Borough of Buena,

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
ATLANTIC COUNTY

Docket Number: ATL-L-407-13

Civil Action

GENERAL RELEASE

1. Parties. The parties to this General Release (hereinafter sometimes referred to as the "Agreement") are Maryann Coraluzzo, her heirs, executors, administrators, assigns, and representatives (hereinafter collectively referred to as "Coraluzzo"); and, the Borough of Buena and all of the Borough of Buena attorneys, agents, servants, employees, representatives, third party administrators, assigns, successors, and their respective insurance carriers including but not limited to the Atlantic Cape May County Joint Insurance Fund a/k/a ACMJIF and XL Insurance (hereinafter referred to as "The Borough of Buena" or "Buena"). Coraluzzo and the Borough of Buena are sometimes hereinafter referred to as the "Parties".

2. The Parties have chosen to enter into this Agreement in order to avoid further proceedings with respect to any claims of Coraluzzo against The Borough of

Buena, including but not limited to those brought or which may have been brought in the matter of *Maryann Coraluzzo v. Borough of Buena*, Superior Court of New Jersey, Atlantic County, Law Division, Docket Number ATL-L-407-13, or in any other forum for dispute resolution. The Parties wish to resolve, finally and completely, all actual or potential disputes, differences, controversies, or claims (collectively hereinafter sometimes referred to as "claims"), which did arise out of, refer to, or relate to the employment of Coraluzzo with The Borough of Buena, up to and including the date of complete and final execution of this Agreement.

3. **No Admission and No Admissibility.** Coraluzzo understands and agrees that the making of this Agreement shall not, in any way, be considered to be an admission by Buena of any guilt, wrongdoing or non-compliance by Buena with any Federal, State, or local law, or any collective bargaining agreement, or for any other alleged wrongdoing by Buena whatsoever; and, Coraluzzo understands and agrees that the making of this Agreement shall not, in any way, be construed as an admission against interest by Buena, nor shall this Agreement be admissible into evidence in any subsequent proceeding, except for the enforcement of this Agreement. This Agreement is entered into solely to avoid the continuing expense and distraction of litigation and disputes involving personnel issues.

4. **Representations and Warranties of Coraluzzo.** Coraluzzo hereby represents and warrants to The Borough of Buena that:

- a. **Read Agreement.** Coraluzzo has read this Agreement in its entirety;
- b. **Discussions with Counsel.** Coraluzzo has discussed all of this Agreement with her Attorney and is satisfied with services of her Attorney and there is no aspect of this Agreement which Coraluzzo has not discussed with her Attorney and Coraluzzo fully understands all provisions of this Agreement and the legal and practical effect of this Agreement and Coraluzzo has had adequate time to consider all terms and conditions of this Agreement.

- c. Voluntary Acts. Coraluzzo is signing this Agreement freely and voluntarily, without coercion of any kind, and with full knowledge and understanding of its contents and that this Agreement is binding;
 - d. No Reliance. Coraluzzo is not relying in any way on any statements, representations, or promises by The Borough of Buena, except as specifically set forth in this Agreement;
 - e. No Assignment or Transfer. Coraluzzo has not assigned or transferred, or purported to assign or transfer, any claim covered by this Agreement, or any portion of any such claim or any interest in any such claim, to any person or entity;
 - f. No Claims Filed. Except for the matter of *Maryann Coraluzzo v. Borough of Buena*, Superior Court of New Jersey, Atlantic County, Law Division, Docket Number ATL-L-407-13, Coraluzzo has not filed, and will not file, any charges, complaints or other claims against The Borough of Buena, with the exception of a workers compensation claim, for anything that has happened up until the complete and full execution of this Agreement, not in any other federal, state, or local court, or any agency or Division of the State of New Jersey or in any other forum.
 - g. Taxes and Indemnification. Coraluzzo understands and agrees that an IRS Form 1099 designating the amount specified in paragraph 7(b) as "other income" may be issued. Coraluzzo agrees to assume full liability for any applicable state, federal, and local taxes that may be required by law to be paid with respect to any payment as specified in paragraph 7(b). Coraluzzo further agrees that in the event the Internal Revenue Service or any other taxing authority deems any tax, interest, penalties, or other amounts to be due from The Borough of Buena, the Atlantic/Cape May County Joint Insurance Fund [hereinafter referred to as "ACMJIF"] or XL Insurance or Summit Risk Services, or Qual-Lynx with respect to the payment set forth in paragraph 7(b), Coraluzzo will indemnify each and every one of them, for any sums any one or more of them may be required to pay. Coraluzzo further agrees to pay any reasonable and necessary attorney's fees incurred by any one or more of them in defense of any action brought by the IRS or any other taxing authority against any one or more of them arising from any claim for payment made pursuant to paragraph 7. However, Coraluzzo will have no such obligation to defend unless first provided with notice of the IRS action and 30 days of opportunity to pay any alleged disputed amounts.
5. Release of Claims by Coraluzzo. In exchange for the promises made

by and between Coraluzzo and The Borough of Buena herein, Coraluzzo:

- a. agrees to the dismissal with prejudice, and without any award of costs or attorneys' fees, of the Complaint filed in the matter of *Maryann Coraluzzo v. Borough of Buena*, Superior Court of New Jersey, Atlantic County, Law Division, Docket Number ATL-L-407-13;
- b. agrees to unconditionally and irrevocably release The Borough of Buena of and from any and all claims, known or unknown, that Coraluzzo has, or may have had, against The Borough of Buena as of the date of the full and complete execution of this Agreement by the parties, including but not limited to any and all claims set forth in *Maryann Coraluzzo v. Borough of Buena*, Superior Court of New Jersey, Atlantic County, Law Division, Docket Number ATL-L-407-13, or otherwise arising out of the employment, except claims for workers compensation benefits, of Coraluzzo with The Borough of Buena, including but not limited to any alleged violation of:
 - The Rules and Regulations of The Borough of Buena;
 - Any Collective Bargaining Agreement;
 - Any agreement for vacation, sick or personal leave pay or payment pursuant to any practice, policy, handbook, manual, Collective Bargaining Agreement, or contract of The Borough of Buena;
 - Any public policy, contract (express, written or implied), tort, or common law claim;
 - New Jersey Laws regarding Political Activities of Employees, Lie Detector Tests, Jury Duty, Employment Protection, Consumer Reports, Discrimination; and, any other federal, state, or local civil rights law or any other local, state, or federal law, regulation or ordinance;
 - The Occupational Safety and Health Act;
 - The Family and Medical Leave Act;
 - The Equal Pay Act;
 - Worker Adjustment and Retraining Notification Act;
 - The New Jersey Law Against Discrimination;
 - The New Jersey Family Leave Act;
 - The New Jersey State Wage and Hour Law;
 - The New Jersey Conscientious Employee Protection Act;
 - The New Jersey Equal Pay Law;
 - The New Jersey Occupational Safety and Health Laws;
 - The National Labor Relations Act;
 - Title VII of the Civil Rights Act;
 - The Civil Rights Act of 1991;
 - §§1981 through 1988 of Title 42 of the United States Code;

- The Employee Retirement Income Security Act;
- The Fair Credit Reporting Act;
- The Americans with Disabilities Act;
- The Rehabilitation Act;
- The Fair Labor Standards Act;

6. Coraluzzo Consideration. Coraluzzo specifically agrees as follows:

- a. Coraluzzo does release and give up, in accord with this Agreement, any and all claims, demands, actions, and causes of action against The Borough of Buena that Coraluzzo has for anything that happened up until the full and final execution of this Agreement including but not limited to, any and all personnel action(s), grievance(s), or claims for unemployment compensation benefits, disability compensation benefits, except workers compensation, or for violation(s) of any administrative code, rule or regulation;
- b. Coraluzzo does release and give up any and all claim(s) and right(s) against The Borough of Buena, including any and all claims for litigation expenses, attorneys' fees, or court fees, or other fees related to litigation which Coraluzzo may have had or may have against The Borough of Buena for anything which happened up to the date and time of the complete and full execution of this Agreement by the parties and Coraluzzo specifically agrees to authorize and direct his attorneys to execute a Stipulation of Dismissal with Prejudice as may be required by The Borough of Buena to give full effect to this Agreement;
- c. Coraluzzo agrees to take any and all steps necessary to effectuate the dismissal of any action(s) filed by Coraluzzo against The Borough of Buena in *Maryann Coraluzzo v. Borough of Buena*, Superior Court of New Jersey, Atlantic County, Law Division, Docket Number ATL-L-407-13, or in any actions filed by Coraluzzo against The Borough of Buena in any other forum, court of law, or tribunal, and to specifically take any and all steps necessary to effectuate the dismissal of all the foregoing, including but not limited to the filing of a Stipulation of Dismissal with Prejudice, the execution of an Affidavit, the execution of a Consent Order, or making appearances before a court or before a hearing officer;
- d. Coraluzzo does agree to be responsible for any liens, including but not limited to unemployment compensation liens, temporary disability liens, child support judgment or liens, liens for any medical provider, hospital or attorney; and, Coraluzzo does agree that in the event any State Agency or other authority or person deems any amount to be due from The Borough of Buena with respect to any one or more of the above-cited liens, Coraluzzo will indemnify The Borough of Buena for any sums The Borough of Buena may be required to pay to satisfy any such lien or a part

thereof; and, Coraluzzo further agrees to pay any reasonable and necessary attorneys fees incurred by The Borough of Buena in defense of any action brought against The Borough of Buena as a result of any such lien provided that Coraluzzo will have no such obligation to pay reasonable and necessary attorneys fees incurred by The Borough of Buena in defense of such lien related claims unless Coraluzzo is first provided by The Borough of Buena with notice of such lien related claims and Coraluzzo is provided 30 days of opportunity to pay or otherwise fully resolve any such lien related claims against The Borough of Buena.

- e. Coraluzzo agrees not to file any claim(s) or lawsuit(s) or action(s) of any kind or type for any benefits or damages against The Borough of Buena for anything which may have happened up to the date of the full and final execution of this Agreement and Coraluzzo agrees that he/she will take all necessary action(s) to effectuate the dismissal and the withdrawal with prejudice of any charge(s), complaint(s), or cause(s) of action filed or which may have been filed on his/her behalf against The Borough of Buena in any court, forum or tribunal.
- f. Coraluzzo agrees to fully execute any and all supplemental documents, and take any additional action(s) that may be necessary or appropriate to give full force and effect to the terms of this Agreement.

7. The Borough of Buena Consideration. In exchange for the promises made by Coraluzzo, and the execution by Coraluzzo of this Agreement, The Borough of Buena agrees to remove any disciplinary documentation from her personnel file, including any correspondence to the DCA, and pay Coraluzzo the amount specified below and to take the action set forth below after Coraluzzo has properly executed all settlement documents, including but not limited to this Agreement

- a. Payment of Seventy Five Thousand Dollars (\$75,000) without deductions to Coraluzzo and her attorney, Richard Pescatore, Esquire, within thirty (30) days of receipt of the originally signed, complete and properly executed Agreement by Barker, Gelfand & James at 210 New Road, Suite 12, Linwood, New Jersey 08221;
- b. The aforesaid sum of Seventy Five Thousand Dollars (\$75,000) represents payment for claims of non-economic damages and attorney fees and costs and no part of the aforesaid sum is allocated to any loss of income claim or to any punitive damage claim.
- c. The Borough of Buena shall notify Coraluzzo within thirty (30) days, of receipt of same, in writing, and via Certified Mail/Return Receipt

Requested, of any notification from any taxing authority, of any assessments, or of any concerns of any taxing authority; it is expressly agreed that if The Borough of Buena, the ACMJIF, or Summit Risk Services, or XL Insurance is required to provide payment for taxes or interest or penalties to any taxing authority as a result of any payment to Coraluzzo pursuant to this Agreement, then Coraluzzo shall reimburse any one or more of them within ten (10) days after the attorney for The Borough of Buena notifies the attorney for Coraluzzo, in writing, via Certified Mail/Return Receipt Requested, that Coraluzzo has such a liability;

- d. The Borough of Buena agrees to fully execute any and all supplemental documents and take any additional action(s) that may be necessary or appropriate to give full force and effect to the terms of this Agreement;

8. Entire Agreement. This Agreement sets forth the entire agreement between the Parties, and fully supersedes any prior agreement(s) or understanding(s) between the Parties and the Parties acknowledge there has been no reliance on any representations, promises, or agreements of any kind in connection with this Agreement, except for those set forth in this Agreement.

9. Modification. This Agreement may not be modified, except upon express written consent of the Parties to this Agreement.

10. Joint Negotiation. This Agreement is a product of joint negotiation by, between and among the Parties and is not to be construed for or against any one of the Parties by virtue of the fact that the Parties or anyone or more of them participated in the preparation of this Agreement.

11. Enforceability. In the event that any provision(s) contained in this Agreement is declared invalid, illegal, or unenforceable by any court of competent jurisdiction, and cannot be modified to be enforceable, excluding the general release language, such provision(s) shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. Moreover, if any such provision(s)

determined to be invalid, illegal, or unenforceable can be made valid, legal, or

enforceable by modification thereof, then the party for whose benefit the provision(s) exists may make such modification(s) as necessary to make the provision(s) valid, legal, and enforceable.

12. **New Jersey Law.** This Agreement shall be governed and conformed in accordance with the laws of the State of New Jersey.

13. **Satisfaction with Counsel.** Coraluzzo acknowledges that she is satisfied with the services of her attorney with respect to all advice and counsel which she has received from her attorney with respect to all aspects of this Agreement and with respect to her employment with The Borough of Buena, including but not limited to any and all aspects, terms, and conditions of this Agreement and the decision to execute and be bound by the terms and conditions of this Agreement.

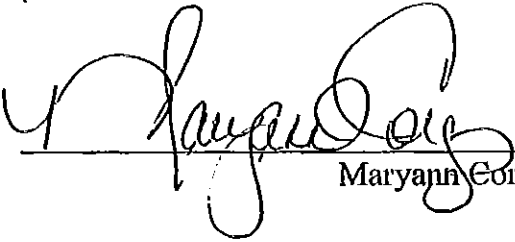
14. **Acknowledgements.** By executing this Agreement, Coraluzzo acknowledges that she:

- a. read the entire Agreement;
- b. understands the entire Agreement and that, by executing the same, she is giving up important rights;
- c. agrees with everything in the Agreement;
- d. the Agreement was negotiated on her behalf by her attorneys with her knowledge and consent.

15. **Evidence.** This Agreement shall not be used as evidence in any other action or proceeding but may only be used as evidence in a proceeding by, between, and among the Parties to enforce the terms of this Agreement.

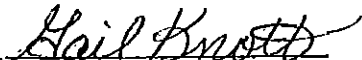
16. **Date of Agreement.** This Agreement has been executed

by Coraluzzo on the 7th day of May, 2014



Maryann Coraluzzo

Sworn to and Subscribed
before me this 7th day
of MAY, 2014.


Notary Public
My Commission Expires:

GAIL KNOTT
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 31, 2016