

The Law Offices of  
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**Attorney for the Plaintiff Matthew Kuchar**

MATTHEW KUCHAR

*PLAINTIFF*

VS.

TOWNSHIP OF METUCHEN, METUCHEN POLICE  
DEPARTMENT, POLICE COMMISSIONER OF  
METUCHEN, P.O. JOSEPH WENSKOSKI, P.O. KEVIN  
DOHERTY, SGT. A. FLAHERTY AND JOHN DOE (I  
THROUGH X)(A PERSON, PERSONS OR ENTITY  
WHOSE IDENTITY IS NOT KNOWN)JOINTLY,  
SEVERALLY OR IN THE ALTERNATIVE

*DEFENDANTS*

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

DOCKET NUMBER 15-3464 (SDW-SCM)

CIVIL ACTION

**FIRST AMENDED COMPLAINT AND JURY  
DEMAND**

The plaintiff Matthew Kuchar residing at 244 Main Street in the Township of Metuchen, County of Middlesex, and State of New Jersey by way of complaint says:

**COMPLAINT**

**COUNT ONE - GROSS NEGLIGENCE**

1. At all times herein mentioned the defendant(s) Township of Metuchen, Metuchen Police Department, Police Commissioner of Metuchen, P.O. Joseph Wenskoski, P.O. Kevin R. Doherty, Sgt. A. Flaherty and John Doe (I through X) (a person, persons or entity whose identity is not presently known, jointly, severally or in the alternative) were involved with and responsible for law enforcement activities in the Township of Metuchen, County of Middlesex and State of New Jersey.
2. At all times herein mentioned the defendants and their employees are public servants, entrusted with the protection of the general public.
3. Defendants through grossly negligent conduct and palpably unreasonable behavior breached proper police protocol and exerted excessive force upon the Plaintiff in the process of attempting to apprehend him in a criminal investigation.
4. Defendants failed to adequately investigate the complaint, and failed to properly determine what amount of force, if any, would be necessary to facilitate their goal of investigating the complaint.

5. Defendants in control or supervising codendants were grossly negligent in the supervision and training of their subordinates, and completely abdicated their duties to protect the public, as well and the individual whom they were investigating in relation to alleged criminal conduct. Defendants were grossly negligent in failing to control subordinates, failing to instruct as to proper police protocol, and failing to properly supervise.

6. On or about May 20, 2014, the Defendants utilized grossly excessive force on the plaintiff in the process of investigating a complaint, specifically by tackling the Plaintiff and driving his head into the ground, applying crushing pressure to the Plaintiff's head and upper body while being forcibly restrained by other officers, then after the Plaintiff had been handcuffed, Defendants used a brutal amount of force to lift the Plaintiff by his cuffed hands while simultaneously restraining his head, causing serious and permanent bodily injuries to the Plaintiff.

7. As result of the gross negligence and carelessness of the defendants and the injuries caused by their conduct and willful indifference, Plaintiff was caused to suffer and did sustain severe and disabling injuries and has been and will in the future caused to obtain medical treatment. Furthermore, the Plaintiff has been and will in the future be caused to lose time from work and has been and will in the future be caused to refrain from his/her normal pursuits, has sustained and will continue to sustain great pain and suffering and permanent disfigurement and has incurred and will continue to incur bills for medical and hospital services.

**WHEREFORE**, Plaintiff, demands judgment against the defendants for such sums as would reasonably and properly compensate him/her in accordance with the laws of the State of New Jersey, together with interest and costs of suit.

#### COUNT TWO – NEGLIGENCE

8. The Plaintiff incorporates paragraphs 1 through 7 in Counts One as if set forth within.
9. The Defendants have negligently caused serious and permanent bodily harm to the Plaintiff through their negligent conduct, whereby the Defendants breached their duty of care owed to the Plaintiff.
10. Defendants, as public servants, owe a duty of care to the public to uphold the law, act reasonably, follow proper procedure and protocols, and to protect individuals under their care.
11. The Defendants negligently breached this duty by exerting extreme amounts of force against the Plaintiff in attempting to further their objectives.

WHEREFORE, Plaintiff, demands judgment against the defendants for such sums as would reasonably and properly compensate him/her in accordance with the laws of the State of New Jersey, together with interest and costs of suit.

### COUNT THREE – CONSPIRACY

12. The Plaintiff incorporates paragraphs 1 through 11 in Counts One through Two as if set forth within.

13. The Defendants have conspired against the interests of the Plaintiff, by acting in concert with each other to use excessive force and unjustified violence against the Plaintiff under color of law.

14. Furthermore, the Defendants have conspired against the Plaintiff to cover up their misconduct, violate his civil rights, exert excessive and unjustifiable amounts of physical force on him, and to levy false criminal charges against him. WHEREFORE, Plaintiff, demands judgment against the defendants for such sums as would reasonably and properly compensate him/her in accordance with the laws of the State of New Jersey, together with interest and costs of suit.

### COUNT FOUR – MALICIOUS PROSECUTION

15. The Plaintiff incorporates paragraphs 1 through 14 in Counts One through Three as if set forth within.

16. Out of the subject incident, the Defendants under color of law, have levied false and exaggerated criminal charges against the Plaintiff in an effort to justify the actions they have taken against the Plaintiff.

17. Furthermore, the Defendants have made false statements and false reports in the furtherance of prosecuting these charges.

WHEREFORE, Plaintiff, demands judgment against the defendants for such sums as would reasonably and properly compensate him/her in accordance with the laws of the State of New Jersey, together with interest and costs of suit.

### COUNT FIVE – VIOLATION OF CIVIL RIGHTS

18. The Plaintiff incorporates paragraphs 1 through 12 in Counts One through Four as if set forth within.

19. The Defendants have grossly violated the Plaintiff's civil rights, specifically his rights against unreasonable search



and seizure, by using extreme force and violence against the Plaintiff without justification in attempting to apprehend him.

20. The Plaintiff's right to be secure in his person, as given to all through the Fourth and Fourteenth Amendments of the United States Constitution, have been grossly violated by the Defendants by the actions taken against him.

21. The Plaintiff was the victim of a brutal attack made under the color of law, in violation of his Constitutional rights.

**WHEREFORE**, Plaintiff, demands judgment against the defendants for such sums as would reasonably and properly compensate him/her in accordance with the laws of the State of New Jersey, together with interest and costs of suit.

**COUNT SIX – UNLAWFUL CUSTOM, PRACTICE, POLICY / INADEQUATE TRAINING**

22. The previous paragraphs are incorporated herein inclusively as if fully set forth.

23. Defendants Township of Metuchen, Metuchen Police Commissioner/Chief and/or John Does are vested by State law with the authority to make policy on: (1) the use of force; internal affairs investigations and/or administrative reviews pursuant to the Metuchen Police Department policies, practices and/or customs and/or the New Jersey Attorney General's Use of Force and/or Internal Affairs Guidelines; (2) effectuating arrests; (3) police/citizen encounters, and (4) disciplining officers. Defendants Metuchen Police Commissioner/Chief and/or John Does are responsible for training Police Officers in the use of force and/or were officers in charge when Plaintiff was assaulted.

24. At all times mentioned herein, Defendant Officers and/or John Does as police officers, agents, servants, and/or employees of Defendant Township of Metuchen were acting under the direction and control of Defendant Township of Metuchen's Police Department, Chief of Police and/or John Does, and were acting pursuant to the official policy, practice or custom of the Metuchen Township Police Department.

25. Acting under color of law pursuant to official policy, practice, or custom, Defendants Township of Metuchen, Metuchen Police Commissioner/Chief, and/or John Does, intentionally, knowingly, recklessly, and/or with deliberate indifference failed to train, instruct, supervise, control, and discipline on a continuing basis, Defendant Officers and John Does in their duties to refrain from: (1) unlawfully and maliciously assaulting, arresting and harassing citizens; (2) intentionally, recklessly and/or negligently misrepresenting the facts of arrests and/or other police-citizen encounters; (3) falsifying police and/or other official records; (4) withholding and/or mishandling evidence; (5) making false arrests, and/or (6) using unreasonable and excessive force.

26. Acting under color of law pursuant to official policy, practice, or custom, Defendant Township of Metuchen, Metuchen Police Commissioner/Chief, and/or John Does intentionally, knowingly, recklessly and/or with deliberate

indifference implemented and/or conducted superficial and shallow Internal Affairs processes which ignored evidence and patterns of police misconduct on individual and departmental levels. Defendant Township of Metuchen, Metuchen Police Commissioner/Chief and/or John Does failed to professionally, objectively, and/or expeditiously investigate instances and patterns of police misconduct in violation of the spirit and substance of the New Jersey Attorney General's Guidelines for Internal Affairs Policy and Procedures.

27. Defendant Township of Metuchen, Metuchen Police Commissioner/Chief and/or John Does failed to adequately track departmental excessive force complaints, administrative complaints and/or use of force incidents in violation of Metuchen Police Department policies, practices, customs and/or guidelines and/or the New Jersey Attorney General's Use of Force and/or Internal Affairs Guidelines, and/or failed to discipline officers for such violations.
28. Defendant Township of Metuchen, Metuchen Police Commissioner/Chief and John Does were aware of numerous similar police-citizen encounters involving, and/or Internal Affairs complaints and/or civil lawsuits filed against, Defendant Officers, John Does and/or other Township of Metuchen Police Officers whereby they customarily and frequently subjected citizens held in custody to physical and mental abuse; unlawfully and maliciously assaulted, arrested and harassed citizens; intentionally, reckless and/or negligently misrepresented the facts of arrests and/or other official records; made false arrests, mishandled and/or withheld evidence and/or used unreasonable and excessive force or citizens/arrestees.
29. Despite their awareness, Defendant Township of Metuchen, Metuchen Police Commissioner/Chief and John Does failed to employ any type of corrective or disciplinary measures against Defendant Officers, John Does and/or other Township of Metuchen police officers.
30. Defendant Township of Metuchen, Metuchen Police Commissioner/Chief and John Does had knowledge of, or, had they diligently exercised their duties to instruct, train, supervise, control, and discipline Defendant Officers and/or John Does on a continuing basis, should have had knowledge that the wrongs which were done, and heretofore alleged, were about to be committed.
31. Defendant Township of Metuchen, Metuchen Police Commissioner/Chief and/or John Does had the power to prevent or aid in preventing the commission of said wrongs, could have done so by reasonable diligence, and intentionally, knowingly, recklessly, and/or with deliberate indifference failed to do so.

32. Defendant Township of Metuchen, Metuchen Police Commissioner/Chief and/or John Does directly or indirectly, under color of State law, approved and/or ratified the unlawful, deliberate, malicious, reckless and wanton conduct of Defendant Officers and/or John Does heretofore described.
33. As a direct and proximate result of the acts of Defendant Township of Metuchen, Metuchen Police Commissioner/Chief and/or John Does as set forth herein, Plaintiff suffered physical injury, medical expenses and will suffer additional special damages in the future in an amount which cannot yet be determined in connection with the deprivation of his Constitutional rights guaranteed by the Fourth and Fourteenth Amendments to the Constitution of the United States of America and protected by 42 U.S.C. Section 1983.

WHEREFORE, Plaintiff, demands judgment against the defendants for compensatory and punitive damages in such sums as would reasonably and properly compensate him/her in accordance with applicable laws, together with interest and costs of suit.

#### JURY DEMAND

Plaintiff demands trial by jury on all issues involved herein.

#### DEIGNATION OF TRIAL COUNSEL

Plaintiffs hereby designate Patrick G. Patel, Esq. as trial counsel with respect to the above captioned matter.

#### DEMAND FOR INSURANCE COVERAGE

In accordance with R. 4:10-2, Defendant are demanded to provide a complete copy of ALL their applicable insurance policies and umbrella policies and declaration sheets demonstrating coverage within thirty days of service of this complaint.

**DEMAND FOR ANSWERS TO INTERROGATORIES AND DISCOVERY**

Plaintiffs hereby demand that the defendants each provide certified Answers to Interrogatories within sixty (60) days of service of the Complaint and Jury Demand.

**CERTIFICATION**

I hereby further certify that the forgoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

DATED: December 28, 2015

By: /s/ Patrick G. Patel  
**PATRICK G. PATEL, ESQ.**  
New Jersey Attorney ID No. 007-1985  
Attorney for the Plaintiff  
Matthew Kuchar



SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (hereinafter "Agreement") is made between **MATTHEW KUCHAR**, his heirs, representatives, successors and assigns (hereinafter referred to as "Plaintiff"), and the **BOROUGH OF METUCHEN**, its present and former affiliates, elected officials, directors, agents, attorneys, employees, former employees, volunteer employees, representatives, insurers and reinsurers and all of their successors and assigns (hereinafter referred to as the "Settling Defendant"), and METUCHEN POLICE DEPARTMENT, POLICE COMMISSIONER OF METUCHEN, POLICE OFFICER JOSEPH WENSKOSKI, POLICE OFFICER KEVIN DOHERTY, and SERGEANT ARTHUR FLAHERTY (hereinafter referred to as the "Non-Settling Defendants").

RECITALS

**WHEREAS**, Plaintiff asserted certain claims against Defendants arising out of claims resulting from an incident which occurred on May 12, 2015 and incidents which occurred thereafter as more fully set forth in a lawsuit entitled MATTHEW KUCHAR v. BOROUGH OF METUCHEN, METUCHEN POLICE DEPARTMENT, POLICE COMMISSIONER OF METUCHEN, POLICE OFFICER JOSEPH WENSKOSKI, POLICE OFFICER KEVIN DOHERTY, SERGEANT ARTHUR FLAHERTY AND JOHN DOE I THROUGH X (a person, persons, or entity whose identity is not

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known), jointly, severally or in the alternative, in the United States District Court, District of New Jersey venued in Newark, New Jersey under Civil Action Number: 15-3464 (SDW-SCM) (hereinafter the "Complaint and Amended Complaint");

**WHEREAS,** the Plaintiff has advised the Defendants' respective counsel that the Plaintiff will voluntarily dismiss his Complaint and Amended Complaint with prejudice, against METUCHEN POLICE DEPARTMENT, POLICE COMMISSIONER OF METUCHEN, POLICE OFFICER JOSEPH WENSKOSKI, POLICE OFFICER KEVIN DOHERTY, and SERGEANT ARTHUR FLAHERTY (the Non-Settling Defendants);

**WHEREAS,** the Plaintiff and the BOROUGH OF METUCHEN, have reached an agreement to fully and finally settle all claims between the, including but not limited to all claims asserted in the Complaint and Amended Complaint;

**WHEREAS,** the Settling Defendant and Non-Settling Defendants do not admit liability or any wrongdoing of any kind arising out of the incident which is the subject matter of the Complaint and Amended Complaint, and;

**WHEREAS, INDEPENDENT OF AND NOT AS CONSIDERATION** for this Settlement Agreement and Release, the Plaintiff shall voluntarily dismiss his Complaint and Amended Complaint, with prejudice, as to the Non-Settling Defendants by executing and filing Voluntary Stipulations of Dismissal, with Prejudice, as to all claims asserted against the Non-Settling Defendants; and

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**WHEREAS, IN CONSIDERATION** of the payment to Plaintiff to set forth in this Agreement, and for other good and valuable consideration and the promises and covenants contained herein, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Defendant, BOROUGH OF METUCHEN, shall pay to MATTHEW KUCHAR, within forty five (45) days after delivery to counsel for Defendants of the original of this executed Agreement, duly executed by Plaintiff, the total sum of TWO THOUSAND DOLLARS (\$2,000.0). These payments are in full satisfaction of all claims for economic loss including property damage claims, lost wages and medical billing, and for personal injuries, including claims for physical injuries and emotional distress and for attorney's fees, expenses and costs as set forth in the Complaint and Amended Complaint filed in the United States District Court, District of New Jersey venue in Newark, New Jersey under Civil Action Number 2:15-cv-03464 (SDW-SCM).

2. Defendant makes no representations regarding the federal or state tax consequences of the payments referred to above and shall not be responsible for any tax liability, interest or penalty incurred by Plaintiff which in any way arises out of or is related to said payment. Plaintiff agrees to pay any amount that may be determined to be due and owing as taxes, interest and penalties arising out of the payment referred to in

Paragraph 1 should it be determined that all or part of such payments constitute gross income to Plaintiff within the meaning of the Internal Revenue Code of 1986, as amended, or under any other federal, state or local statute or ordinance. Plaintiff further agrees to (I) hold harmless the Settling and Non-Settling Defendants, and to indemnify the Settling and Non-Settling Defendants for any and all losses and/or damages arising from claims by the Internal Revenue Service ("IRS"), or any other taxing authority or other governmental agency (whether federal, state or local), which may be made against the Settling and Non-Settling Defendants arising out of or relating to Settling Defendant's failure to withhold any portion of the payment to Plaintiffs for income or social security tax purposes, or for any other purpose, and (II) reimburse Defendant, for any resulting payments, including without limitation, all penalties and interest payable to the IRS, or any other taxing authority or governmental agency. The parties further agree that Defendant will give Plaintiff notice of any such claim, and Plaintiff will cooperate with Defendant in the defense of such claim. In any action commenced against Plaintiff to enforce the provisions of this paragraph, Defendant shall be entitled to recover its attorneys' fees, costs, disbursements, and the like incurred in the action.

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3. By executing this Agreement, Plaintiff certifies that he has complied with the requirements of N.J.S.A. 2A:17-56.23b. Plaintiff understands and agrees that the settlement amount referenced in Paragraph 1, will not be released until such time as a certified copy of a child support judgment search is obtained, performed by a private judgment search company, reflecting that Plaintiff is not a child support judgment debtor. A copy of the Charles Jones Report shall be attached hereto by Plaintiff as Exhibit A.

4. Plaintiff acknowledges that all claims for wages and medical expenses, paid or unpaid, and/or liens asserted for wages and medical expenses, paid or unpaid, will be satisfied from the proceeds of this settlement. By executing this agreement, Plaintiff certifies that he has complied with the requirements of 42 U.S.C. §1395y, et seq and 42 C.F.R. §411.24, et seq. Should any subsequent claims be made under these subsections, Plaintiff further agrees to (I) hold harmless Defendants, Defendants' counsel and Defendants' third party administrator against, and to indemnify Defendants, Defendants' counsel and Defendants' third party administrator for, any and all losses and/or damages arising from claims relating to Medicare/Medicaid brought by any governmental agency (whether federal, state or local), which may be made against Defendants, Defendants' counsel and/or Defendants' third party administrator arising out of or relating

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to Defendants, Defendants' counsel and/or Defendants' third party administrator's failure to withhold any portion of the payment to Plaintiff for medical lien purposes, or for any other purpose, and (II) reimburse Defendants, Defendants' counsel and/or Defendants' insurer for any resulting payments, including without limitation, all penalties and interest payable to any governmental agency.

5. The parties further agree that within ten (10) days of the receipt by Plaintiff of the payment referred to herein, a Stipulation of Dismissal with Prejudice as to claims against Defendant, the BOROUGH OF METUCHEN, shall be filed with the Clerk of the United States District Court, District of New Jersey, venued in Newark, New Jersey. Plaintiff and Defendant, the BOROUGH OF METUCHEN, agree on the form of the Stipulation of Dismissal of the Complaint, with Prejudice.

6. It is specifically agreed and understood that the Non-Settling Defendants, METUCHEN POLICE DEPARTMENT, POLICE COMMISSIONER OF METUCHEN, POLICE OFFICER JOSEPH WENSKOSKI, POLICE OFFICER KEVIN DOHERTY, and SERGEANT ARTHUR FLAHERTY, are not participants in the within settlement, as Plaintiff's cause of action against the Non-Settling Defendants has been voluntarily dismissed with prejudice.

7. It is specifically understood and agreed that the amount paid under this Release and Agreement includes all

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attorneys' fees and costs to which Plaintiff and/or his prior attorney(s) may be entitled and the settlement sum is specifically intended to be inclusive of all attorneys' fees and costs. Plaintiff understands that by executing this Agreement and Release, he releases and waives any claim and/or right to attorneys' fees and expenses in connection with the Complaint and Amended Complaint. Neither Plaintiff, nor any other Law Firm, nor anyone acting on their behalf, shall make an application for additional monies in addition to the amount set forth in Paragraph 1, as those amounts are included in the total payment being made herein.

8. Plaintiff hereby releases and forever discharges Defendants and the Non-Settling Defendants, present and former affiliates, elected officials, directors, agents, attorneys, employees, former employees, volunteer employees, representatives, third party administrators and reinsurers and all of their successors and assigns, from any and all actions, causes of action, suits, claims, charges or complaints, known or unknown, which Plaintiff has, may have, or claims to have against any of them for everything that has occurred up to the date of the signing of this Agreement. Plaintiff acknowledges that this is a General Release and includes, but is not limited to, claims set forth in the Complaint and Amended Complaint, claims arising under federal, state, and local laws included but not limited to

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claims for conspiracy, assault and battery, false arrest, false imprisonment, violations of the Constitution, violations of the New Jersey Constitution, harassment, excessive force, failure to intervene, unlawful seizure, abuse of process, failure to act, failure to train, or discipline, unlawful policies, custom and/or practice, negligence, intentional acts, property damage claims, claims for economic damages, claims for attorney's fees, expenses and costs, claims for physical, mental, emotional and psychological injuries, claims for prospective injunctive relief, punitive damages and any and all other claims however denominated regardless of legal theory. This General Release includes all claims, known or unknown, for anything that has occurred up to and including the date of this Agreement. Plaintiff further releases any and all rights she may have to seek discovery on any claims which have been encompassed by this lawsuit, or which has been a result of the actions of the Defendant, its representatives, agents, attorneys, volunteer employees, former or present employees. Plaintiff hereby releases and forever discharges Defendant from any and all claims for attorney's fees which she may have against Defendant, its heirs, executors, administrators, successors and/or assigns, arising out of this lawsuit.

9. Plaintiff further covenants and promises that he will not hereafter file or cause to be filed on his behalf any charge,

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complaint or legal or administrative action of any nature before any court or administrative agency to assert any claim against any of the persons or entities released herein, for anything that has occurred up to and including the date that this Agreement was executed.

10. This Agreement does not constitute and shall in no manner be construed as an admission of any wrongdoing or liability on the part of Plaintiff, the BOROUGH OF METUCHEN, and the Non-Settling Defendants or as an admission by the BOROUGH OF METUCHEN, and the Non-Settling Defendants, of the validity of any of the Plaintiff's allegations as contained in his Complaint/Amended Complaint and/or as supplemented during the course of discovery. All Defendants continue to maintain the validity of the denials and affirmative defenses set forth in their respective Answers to the Complaint and Amended Complaint.

11. Plaintiff represents that he has not assigned to any third party any claim that he has, may have or believes he has or may have against all Defendants. Plaintiff represents and warrants that no other person or entity has or has had any interest in the claims, demands, obligations or causes of action referred to in this Agreement and Release; and that Plaintiff has not sold, assigned, transferred, conveyed and/or otherwise disposed of any of the claims, demands, obligations, or causes of actions referred to in the Agreement to any third party any claim

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that he has, may have or believes he has or may have against Defendants. Plaintiff further represents that he has no other charges, claims or complaints of any kind pending against the Defendants and he further covenants and represents that he will not file or cause to be filed any charge, claim or complaint of any kind against the Defendants seeking recovery, sanctions, or injunctive relief, with respect to any matter in any way arising out of or relating to Plaintiff's involvement with the Defendants prior to the date that this Settlement Agreement and Release has been executed, or any matter or incident relating to the subject matter of the Complaint and Amended Complaint.

12. Plaintiff agrees that he will not voluntarily assist in any claim or litigation which may be pending or filed in the future against Defendants concerning any incident which has occurred prior to the date of the signing of this Agreement. The parties hereto acknowledge that Plaintiff may be compelled to testify in litigation by court order or process.

13. In the event either party breaches the terms and provisions set forth in the preceding paragraphs, the other party shall be entitled to bring an action for breach of this Agreement. If either party seeks to rescind this Agreement as a result of a breach, the other will be entitled to be restored to the status quo ante.

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14. By executing this Agreement, Plaintiff represents and acknowledges that he does not rely, and has not relied upon, any representation or statement not set forth in this Agreement made by Defendants, or their counsel with regard to the subject matter, basis, or effect of this Agreement or otherwise. This Agreement sets forth the entire agreement between the parties and supersedes any and all prior agreements or understandings between the parties.

15. This Settlement Agreement and Release shall be binding and inure to the benefit of the Plaintiff and his successors, assigns, heirs, executors and personal and legal representatives, the BOROUGH OF METUCHEN, as well as the successors and assigns of the BOROUGH OF METUCHEN, its Departments, and its present and former elected and appointed officials, officers, directors, agents, administrators, attorneys, representatives and employees.

16. This Agreement shall be construed in accordance with the laws of the State of New Jersey.

17. The signatures of the parties below indicate they have had an opportunity to review this Agreement, that they have read and understood the provisions and that they have executed it voluntarily with full knowledge of the significance of all provisions.

18. In entering into this Release Plaintiff **MATTHEW KUCHAR** represents that he is not represented by counsel of his choice at

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