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 SUPERIOR COURT OF N.J.  
 MERCER COUNTY  
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*Dee Reginald*

SUE REGINALD  
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MARK B. LEE,

Plaintiff,

v.

TOWNSHIP OF ROBBINSVILLE, a corporate  
 body politic of the State of New Jersey;  
 MARTIN P. MASSERONI; MICHAEL  
 POLASKI; and JOHN DOE NOS. 1-10;

Defendants.

SUPERIOR COURT OF NEW JERSEY  
 MERCER COUNTY  
 LAW DIVISION

DOCKET NO. *L 2023-10*  
 CIVIL ACTION

COMPLAINT  
 AND JURY DEMAND

Plaintiff, MARK B. LEE ("Lee" or "plaintiff"); residing at 212 South Bay Avenue,  
 Borough of Beach Haven, State of New Jersey 08008, by way of complaint, says:

THE PARTIES

1. Lee was a police officer employed by the Township of Robbinsville Police Department. He began his employment as a Patrolman on June 24, 1996, and was promoted to Sergeant on December 15, 2002. As detailed below, Lee resigned from his employment with defendant Township of Robbinsville ("Robbinsville" or "defendant") on June 13, 2013.
2. Defendant Robbinsville is organized, pursuant to law, as the governing body of Robbinsville, with offices for the administration of its governmental functions located at 1 Washington Boulevard, Robbinsville, Mercer County, State of New Jersey.

3. Defendant Martin P. Masseroni ("Chief Masseroni" or "Masseroni"), is, and was at all times relevant to this lawsuit, the Chief of Police of the Robbinsville Police Department. Upon information and belief, as Chief of Police, Masseroni aided and abetted the unlawful conduct set forth herein.

4. Defendant Michael Polaski ("Polaski") is, and was at all times relevant to this lawsuit, a Lieutenant in, and one of the senior officers in charge of Administration of, the Robbinsville Police Department. Upon information and belief, Lieutenant Polaski aided and abetted the unlawful conduct set forth herein.

5. Defendants John Doe Nos. 1 through 10 are fictitious names of additional individuals who are yet unknown to Lee, who participated, directly or indirectly, in the acts, events or conduct set forth herein.

#### NATURE OF THIS ACTION

6. Lee brings this action against defendants pursuant to New Jersey's Law Against Discrimination, N.J.S.A. 10:5-1 et seq., for disability discrimination, due to their failure to reasonably accommodate Lee's disability, and for their retaliatory actions taken against him.

#### JURISDICTION AND VENUE

7. Jurisdiction is properly laid in this Court in that all named defendants are subject to the personal jurisdiction of the Court and the as yet unidentified fictitious defendants, upon information and belief, also are subject to the jurisdiction of this Court. Venue is proper herein because all the events giving rise to the instant claims occurred within the County of Mercer, State of New Jersey.

STATEMENT OF FACTS APPLICABLE TO ALL COUNTS

8. Throughout his employment, Lee's performance met his employer's reasonable expectations since he performed all the duties required of him in a diligent, proper and satisfactory manner. However, Lee's life changed forever on the evening of September 17, 2012.

9. As a consequence of a mental health crisis, Lee was arrested and charged by members of the Robbinsville public and by several, fellow Robbinsville police officers with several criminal violations, including aggravated assault and official misconduct.

10. On the evening of September 17, 2012, Lee, then a 16 year plus veteran of the Robbinsville Police Department, had a psychotic episode at the apartment of Norman and Shirley Smith, 223 Hutchison Road, Robbinsville, New Jersey.

11. When Robbinsville Patrolman Scott Kivet ("Kivet") arrived at the scene pursuant to a 911 call for an assault in progress, he observed Lee seated on the couch, wearing his uniform class A pants and a white tee shirt.

12. Kivet recovered Lee's firearm which was in his gunbelt on the floor of the apartment, secured Lee's weapon and said to Polaski, who was supervising the matter, "Mike, something is wrong with him [Lee]. He isn't acting right." ( Kivet's observation that Lee was not "right" was supported the following morning by Mrs. Smith's sworn statement to Detective Anthony Petracca from the Mercer County Prosecutor's Office, that "I just thought he was drunk until he didn't act right. He was acting crazy ....")

13. Thereafter, Kivet searched Lee and two other officers placed Lee in the rear of a patrol vehicle, pursuant to orders from Polaski, and proceeded to transport Lee to Police Headquarters.

14. While en route during transport, Lee's medical condition worsened as his mental faculties continued to diminish. Lee was unable to speak coherently; he began to scream, cry and pray, and was unable to have a normal conversation.

15. As it became obvious to the officers in the patrol car that Lee was in serious distress, the officers evidenced indecision whether Lee should be immediately transferred to the hospital.

16. Lee was about to be transported to the hospital when Chief Masseroni heard Lee screaming over the police radio and ordered Lee back to Police Headquarters.

17. Immediately thereafter, Polaski attempted to interrogate Lee (who remained in the back of the patrol vehicle) in the presence of several officers in the parking lot of the police station. Lee continued to experience increased medical difficulties which resulted in several Robbinsville officers charging him with Aggravated Assault and Criminal Mischief. After the police were able to subdue him, Lee was transported directly to the Crisis Unit at Capital Health Regional Medical Center in Trenton, New Jersey.

18. Lee remained at Capital Health for several days of work-up including Cat Scans and MRI. He was then transferred and detained at Ann Klein Forensic Center for thirty days. Subsequently, over the next several weeks and months, Lee was evaluated by several doctors of psychiatry and neurology, both as an in-patient and as an outpatient.

19. Lee was suspended without pay immediately following the incident.

20. Lee and Robbinsville, however, did attempt unsuccessfully to work out an agreement which would have secured some earned, accrued sick days and vacation pay, but the parties were unable to agree on the terms of a written agreement.

21. In October 2012, while Lee was spending time in the hospital receiving constant medical attention, Lee's spouse, Elise, and his attorney, representing him in the criminal matter pending in the Mercer County Superior Court, asked Police Chief Masseroni to make available Lee's accrued sick days. They emphasized that, while Lee required constant medical care concerning his ongoing health issues, the financial strain on Lee and his family was enormous.

22. In November 2012, Robbinsville proposed paying accrued sick time, limited by the Robbinsville SOA-CBA contractual cap in the amount of \$20,000.00, together with all earned and accrued compensatory time and vacation time, subject to a written agreement which would contain certain conditions, including Lee's resignation from the police department. Following the back and forth efforts by Lee and Robbinsville over several weeks, the parties were unable to agree, and, without an agreement, Robbinsville did not provide any financial assistance to Lee and his family.

23. On June 13, 2013, Lee resigned his job in connection with a Court hearing on his pending criminal charges in Mercer County Superior Court, which included aggravated assault and official misconduct. Lee, thereafter, pled not guilty to the criminal charges, in exchange for a thirty-six (36) month Pre-trial Intervention supervision, and upon Lee's forfeiture of his Robbinsville, and any future public, employment.

24. Beginning on September 17, 2012 through Lee's resignation on June 13, 2013, defendants have consistently viewed the incident as a criminal matter, and failed to even concede the possibility, let alone recognize, despite substantial medical evidence, that the unfortunate events of September 17 were due to a serious medical event.

25. To be sure, Lee's diagnosis took time to determine. Post September 17, 2012, Lee received treatment and was evaluated by many psychiatrists and neurologists at several facilities,

including the Ann Klein Forensic Center in West Trenton, New Jersey, the Carrier Clinic in Belle Mead, New Jersey, and several months of outpatient treatment at the Princeton House Behavioral Health, in North Brunswick, New Jersey, and the Community Psychiatric Center, East Orange, New Jersey. Nevertheless, Lee's extensive and constant medical supervision certainly should have prompted the reasonable conclusion that the September 17, 2012 incident was due to a severe medical crisis. But, based on their conduct, it never changed defendants' perspective.

26. That Lee suffered several, severe medical events on the evening of September 17, 2012, however, was not lost on the Mercer County Prosecutor's Office. In its October 2013 letter to the Police and Firemen's Retirement System, the Prosecutor's Office explained that Lee was not convicted of a crime; rather, Lee entered a not guilty plea to pending criminal charges in exchange for a Pretrial Intervention Order<sup>1</sup> because Lee's many medical and psychiatric examinations revealed that Lee "was likely suffering from serious physical and mental illnesses at the time of the events."

27. In contrast, Defendants' response to the September 17 incident throughout was discriminatory and increasingly hostile and punitive.

28. By way of example, defendants insisted on a written agreement as a condition to providing Lee with limited benefits which he had earned and accrued under his SOA-CBA when defendants were only offering Lee monies he was already entitled to under the CBA. Moreover, the insistence on a written agreement was plainly self-serving since defendants were insisting on a full release in exchange for only limited benefits to which Lee was already entitled.

<sup>1</sup> Lee has every expectation that, given his strict compliance with the requirements of his Pre-trial Intervention Program, the criminal charges will be dismissed in due course.

29. Defendants' reaction to Lee's June 13, 2013 separation letter to Chief Masseroni (which Lee provided contemporaneously with his plea deal in the pending criminal matter) was similarly hostile and punitive.

30. After the plea deal, defendants refused to pay any monies to Lee. Defendants said that Lee's plea deal, which involved a forfeiture of Lee's current and future public employment as a condition for Pre-Trial Intervention, effectively nullified Lee's voluntary resignation. As such, defendants asserted that Lee waived benefits upon termination he otherwise would be entitled to pursuant to a "voluntary" separation.

31. Lee said at the time that he voluntarily agreed to enter into his plea deal to dispose of the criminal matter and to forfeit his public employment as a consequence of his on-going disability. Moreover, he presented his separation letter to the Prosecutor's Office before the Court entered the Order granting PTI which effected the forfeiture of public employment.

32. The reality is it did not matter whether Lee's forfeiture of his Robbinsville employment was voluntary or involuntary, since defendants' obligation to accommodate Lee's disability preceded the June 13, 2013 resolution of the criminal matter.

33. In essence, defendants chose to interpret Lee's plea deal as they did to excuse themselves from paying the relatively small amount which they should have already paid to Lee pursuant to the SOA-CBA. Moreover, any doubt about defendants' intention was eliminated when they further advised that defendants would have administratively discharged him for his conduct if his forfeiture had not already "mooted" his employment status with Robbinsville.

34. Finally, defendants' discriminatory, hostile and punitive response to the September 17 incident is further evidenced by their opposition to Lee's efforts to seek New Jersey State Temporary Disability in the absence of any cooperation and funds from Robbinsville.

35. Robbinsville (after failing to pay any funds whatsoever, including, for example, accrued, earned funds, under Lee's SOA-CBA, or failing to offer any temporary disability under Worker's Compensation, during the months Lee was suspended without pay) also opposed, and continued to oppose, Lee's effort (while he was suspended and after he separated from Robbinsville) to secure temporary disability benefits from New Jersey on the basis that his suspension resulted from, and his employment terminated, on account of criminal conduct.

36. However, recently, in a reversal of a prior denial of State Temporary Disability benefits, the Appeal Tribunal on remand from the Board of Review stated the following: (i) while the initial charges against Lee constituted a crime under the New Jersey Code of Criminal Justice; (ii) Lee was ultimately diagnosed as suffering from a mental illness at the time of his actions; (iii) therefore, Lee's behavior on September 17, 2012 was not willful and/or intentional; and (iv) accordingly, the Tribunal determined that Lee was not disqualified for State plan disability benefits as of 9/18/12.

37. Based on the foregoing, Lee, who was institutionalized several times for evaluation and treatment of his severe mental disorder, and under the constant care of doctors throughout, has had to rely during and after his suspension, on his parents, charity assistance, welfare and Medicaid until he qualified for Social Security and Disability Benefits. However, Lee's Social Security Disability benefits only cover some of Lee's expenses.

38. Thus, the effect of defendants' refusal to acknowledge that Lee was sick on September 17, 2012, and remains sick, has been devastating.

39. If Lee was recognized by defendants as sick on the evening of September 17, 2012, and had defendants provided medical care and called an ambulance, when it was obvious, or should



have been obvious, that Lee was suffering a serious medical event, many of the serious charges against him made by fellow Robbinsville police officers would not have occurred.

40. Even more devastating, as a result of defendants' refusal to view the September 17, 2012 incident as anything other than criminal misconduct, they turned a blind eye while Lee has lost his health, his career, his home and his savings.

**FIRST COUNT**

~~(Failing to Accommodate~~

Plaintiff's Disability Under  
New Jersey's Law Against Discrimination, N.J.S.A. 10:5-1 et seq.)

41. Lee repeats and realleges paragraphs 1 through 40 of this complaint as if set forth at length herein.

42. Lee has a disability as that term is defined by the New Jersey Law Against Discrimination (the "NJLAD").

43. The NJLAD requires employers to provide reasonable accommodations for the disabled.

44. Defendants know, or should have known, that Lee was disabled and that he was entitled to a reasonable accommodation.

45. Defendants failed to engage with Lee in the "interactive process" required by law; failed to "reasonably accommodate" Lee as is required by the NJLAD; and otherwise discriminated against Lee on account of his disability.

46. Lee was entitled to reasonable assistance from his employer while on leave of absence following the September 17, 2012 incident since defendants had the means to do so. Instead, defendants failed to offer anything which would have helped relieve Lee's financial obligations while he was dealing with his illness.

- (ii) its failure to offer Temporary Disability under Workers' Compensation; and
- (iii) its failure to allow Lee his earned and accrued sick time.

48. Defendants' conduct was egregious, willful and wanton and in reckless disregard of Lee's rights.

49. Defendants' conduct involved the participation of Upper Management thereby warranting

an award of punitive damages.

50. As a result of Defendants' unlawful conduct, Lee suffered economic damages, including loss of income and benefits which loss continues to date, and also suffered, and continues to suffer, emotional distress damages.

**WHEREFORE**, plaintiff demands judgment against defendants, Township of Robbinsville, Martin P. Masseroni and Michael Polaski, for compensatory damages and punitive damages, interest, attorneys' fees, costs of suit and civil fines and for such further relief as the Court deems just, proper and equitable.

#### SECOND COUNT

(Retaliation Under New Jersey's Law Against  
Discrimination, N.J.S.A. 10:5-1 et seq.)

51. Leo repeats and realleges paragraphs 1 through 50 of this complaint as if set forth at length herein.

52. N.J.S.A. 10:5-12d prohibits an employer from retaliating against a person because he opposes a practice or action that is unlawful under the LAD.

53. Defendants knew, or should have known, that Lee was entitled to contractual benefits while on leave, as well as his workers' compensation benefits and entitled to his employer's cooperation in his pursuit thereof.

55. Lee acted in good faith in seeking to negotiate a reasonable written agreement. However, when negotiations failed, defendants, upon information and belief, were motivated by animosity and hostility towards Lee when they failed to offer Lee anything to assist him and his family.

55. As described herein, defendants thereafter retaliated against Lee in violation of the NJLAD.

56. Defendants' conduct was egregious, willful and wanton and in reckless disregard of Lee's rights.

57. Defendants' conduct involved the participation of Upper Management thereby warranting an award of punitive damages.

58. As a result of defendants' unlawful conduct, Lee suffered economic damages, including loss of income and benefits which loss continues to date, and also suffered, and continues to suffer, emotional distress damages.

WHEREFORE, plaintiff demands judgment against defendants, Township of Robbinsville, Martin P. Masseroni and Michael Polaski, for compensatory damages and punitive damages, interest, attorneys' fees, costs of suit and civil fines and for such further relief as the Court deems just, proper and equitable.

### THIRD COUNT

(Aiding and Abetting Under New Jersey's Law Against  
Discrimination, N.J.S.A. 10:5-1 et seq.)

59. Lee repeats and realleges paragraphs 1 through 58 of this complaint as if set forth at length herein.

60. As described herein, defendants engaged in unlawful conduct that caused injury to Lee.
61. Masseroni, Polaski, and one or more John Doe Nos. 1-10, were all aware of their central roles as part of the overall unlawful activity at the time they provided assistance to Robbinsville.
62. Masseroni, Polaski, and one or more John Doe Nos. 1-10, knowingly and substantially assisted Robbinsville's unlawful conduct and, as such, are individually liable under the LAD.
63. The conduct of Masseroni, Polaski, and one or more John Doe Nos. 1-10, involved the participation of Upper Management thereby warranting an award of punitive damages.
64. As a result of defendants' unlawful conduct, Lee suffered economic damages, including loss of income and benefits which loss continues to date, and also suffered, and continues to suffer, emotional distress damages.

WHEREFORE, plaintiff demands judgment against defendants, Township of Robbinsville, Martin P. Masseroni and Michael Polaski, for compensatory damages and punitive damages, interest, attorneys' fees, costs of suit and civil fines and for such further relief as the Court deems just, proper and equitable.

**FOURTH COUNT**  
(Breach of Collective Bargaining Agreement)

65. Lee repeats and realleges paragraphs 1 through 64 of this complaint as if set forth at length herein.
66. The Agreement between Township of Robbinsville, Mercer County, and Superior Officer's Association of Robbinsville Township, PBA Local #344, Inc., January 1, 2011 through December 31, 2012, provides, in pertinent part, the following:

**Article VI - SICK LEAVE AND WORKER'S COMPENSATION**

**B. INJURY OR ILLNESS IN THE LINE OF DUTY**

1. Any Employee acquiring an injury or illness in the line of duty shall receive full pay, privileges and benefits to a maximum of three hundred sixty-five (365) days. Such sick leave shall not be chargeable against the Employee's sick time. At the expiration of ninety (90) days of continuous sick leave, from the date of initial injury, the Employee shall provide the Employer with certification from a licensed physician that the Employee still suffers a disability and cannot resume his/her full duty. The Employer reserves the option to have the Employee examined by a licensed physician of its choice in order to return to work. Such procedure shall or may be implemented at ninety (90) day intervals until the expiration of three hundred sixty-five (365) days.

(Emphasis added.)

67. Defendants, upon, upon information and belief, gave no consideration whatsoever to applying this provision in Lee's case -- notwithstanding his illness and injuries occurred when he was in the line of duty.

68. As a consequence of defendants' breach and unlawful conduct, Lee has been damaged.

**WHEREFORE**, plaintiff demands judgment against defendants Township of Robbinsville, Martin P. Masseroni and Michael Polaski, for compensatory damages, interest, attorneys' fees, costs of suit and civil fines and for such further relief as the Court deems just, proper and equitable.

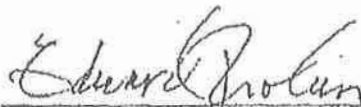
**JURY DEMAND**

Plaintiff hereby demands a trial by jury on all issues so triable.

DESIGNATION OF TRIAL COUNSEL

Plaintiff hereby designates Edward J. Nolan, Esq. as trial counsel.


Dated: September 8, 2014

  
Edward J. Nolan

CERTIFICATION PURSUANT TO R. 4:5-1

I certify that the matter in controversy is not the subject of any other action pending in any court or of pending arbitration proceeding and that no such action or arbitration proceeding is contemplated by the undersigned. I certify that the foregoing 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: September 8, 2014

  
Edward J. Nolan

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**Plaintiff,**

v.

TOWNSHIP OF ROBBINSVILLE, a corporate  
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MARTIN P. MASSERONI; MICHAEL  
POLASKI; and JOHN DOE NOS. 1-10,

**Defendants.**

**SUPERIOR COURT OF NEW JERSEY  
MERCER COUNTY  
LAW DIVISION**

DOCKET NO. L-2023-14

CIVIL ACTION

**AMENDED COMPLAINT  
AND JURY DEMAND**

Plaintiff, MARK B. LEE ("Lee" or "plaintiff"), residing at 212 South Bay Avenue,  
Borough of Beach Haven, State of New Jersey 08008, by way of complaint, says:

**THE PARTIES**

1. Lee was a police officer employed by the Township of Robbinsville Police Department. He began his employment as a Patrolman on June 24, 1996, and was promoted to Sergeant on December 15, 2002. As detailed below, Lee resigned from his employment with defendant Township of Robbinsville ("Robbinsville" or "defendant") on June 13, 2013.
2. Defendant Robbinsville is organized, pursuant to law, as the governing body of Robbinsville, with offices for the administration of its governmental functions located at 1 Washington Boulevard, Robbinsville, Mercer County, State of New Jersey.

3. Defendant Martin P. Masseroni (“Chief Masseroni” or “Masseroni”), is, and was at all times relevant to this lawsuit, the Chief of Police of the Robbinsville Police Department. Upon information and belief, as Chief of Police, Masseroni aided and abetted the unlawful conduct set forth herein.

4. Defendant Michael Polaski (“Polaski”) is, and was at all times relevant to this lawsuit, a Lieutenant in, and one of the senior officers in charge of Administration of, the Robbinsville Police Department. Upon information and belief, Lieutenant Polaski aided and abetted the unlawful conduct set forth herein.

5. Defendants John Doe Nos. 1 through 10 are fictitious names of additional individuals who are yet unknown to Lee, who participated, directly or indirectly, in the acts, events or conduct set forth herein.

#### **NATURE OF THIS ACTION**

6. Lee brings this action against defendants pursuant to New Jersey’s Law Against Discrimination, N.J.S.A. 10:5-1 et seq. for disability discrimination, due to their failure to reasonably accommodate Lee’s disability, for their retaliatory actions taken against him, and for breach of Contract.

#### **JURISDICTION AND VENUE**

7. Jurisdiction is properly laid in this Court in that all named defendants are subject to the personal jurisdiction of the Court and the as yet unidentified fictitious defendants, upon information and belief, also are subject to the jurisdiction of this Court. Venue is proper herein



because all the events giving rise to the instant claims occurred within the County of Mercer, State of New Jersey.

**STATEMENT OF FACTS APPLICABLE TO ALL COUNTS**

8. Throughout his employment, Lee's performance met his employer's reasonable expectations since he performed all the duties required of him in a diligent, proper and satisfactory manner. However, Lee's life changed forever on the evening of September 17, 2012.

9. As a consequence of a mental health crisis, Lee was arrested and charged by members of the Robbinsville public and by several, fellow Robbinsville police officers with criminal violations, including aggravated assault and official misconduct.

10. On the evening of September 17, 2012, Lee, then a 16 year plus veteran of the Robbinsville Police Department, had a psychotic episode at the apartment of Norman and Shirley Smith, 223 Hutchison Road, Robbinsville, New Jersey.

11. When Robbinsville Patrolman Scott Kivet ("Kivet") arrived at the scene pursuant to a 911 call for an assault in progress, he observed Lee seated on the couch, wearing his uniform class A pants and a white tee shirt.

12. Kivet recovered Lee's firearm which was in his gunbelt on the floor of the apartment, secured Lee's weapon and said to Polaski, who was supervising the matter, "Mike, something is wrong with him [Lee]. He isn't acting right." ( Kivet's observation that Lee was not "right" was supported the following morning by Mrs. Smith's sworn statement to Detective Anthony Petracca from the Mercer County Prosecutor's Office, that "I just thought he was drunk until he didn't act right. He was acting crazy ....")

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16. Lee was about to be transported to the hospital when Chief Masseroni heard Lee screaming over the police radio and ordered Lee back to Police Headquarters.

17. Immediately thereafter, Polaski attempted to interrogate Lee (who remained in the back of the patrol vehicle) in the presence of several officers in the parking lot of the police station. Lee continued to experience increased medical difficulties which resulted in several Robbinsville officers charging him with Aggravated Assault and Criminal Mischief. After the police were able to subdue him, Lee was transported directly to the Crisis Unit at Capital Health Regional Medical Center in Trenton, New Jersey.

18. Lee remained at Capital Health for several days of work-up including Cat Scans and MRI. He was then transferred and detained at Ann Klein Forensic Center for thirty days. Subsequently, over the next several weeks and months, Lee was evaluated by several doctors of psychiatry and neurology, both as an in-patient and as an outpatient.

19. Lee was suspended without pay immediately following the September 17 events.

20. Lee and Robbinsville, however, did attempt unsuccessfully to work out an agreement which would have secured some earned, accrued sick days and vacation pay, but the parties were unable to agree on the terms of a written agreement.

21. In October 2012, while Lee was spending time in the hospital receiving constant medical attention, Lee's spouse, Elise, and his attorney, representing him in the criminal matter pending in the Mercer County Superior Court, asked Police Chief Masseroni to make available Lee's accrued sick days. They emphasized that, while Lee required constant medical care concerning his ongoing health issues, the financial strain on Lee and his family was enormous.

22. In November 2012, Robbinsville proposed paying accrued sick time, limited by the Robbinsville SOA-CBA contractual cap in the amount of \$20,000.00, together with all earned and accrued compensatory time and vacation time, subject to a written agreement which would contain certain conditions, including Lee's resignation from the police department. Following the back and forth efforts by Lee and Robbinsville over several weeks, the parties were unable to agree, and, without an agreement, Robbinsville did not provide any financial assistance to Lee and his family.

23. On June 13, 2013, Lee resigned his job in connection with a Court hearing on his pending criminal charges in Mercer County Superior Court, which included aggravated assault and official misconduct. Lee, thereafter, pled not guilty to the criminal charges, in exchange for a thirty-six (36) month Pre-trial Intervention supervision, and upon Lee's forfeiture of his Robbinsville, and any future public employment.

24. Beginning on September 17, 2012 through Lee's resignation on June 13, 2013, defendants have consistently viewed the incident as a criminal matter, and failed to even concede the possibility, let alone recognize, despite substantial medical evidence, that the unfortunate events of September 17 were due to a serious medical event.

25. To be sure, Lee's diagnosis took time to determine. Post September 17, 2012, Lee received treatment and was evaluated by many psychiatrists and neurologists at several facilities,

including the Ann Klein Forensic Center in West Trenton, New Jersey, the Carrier Clinic in Belle Mead, New Jersey, and several months of outpatient treatment at the Princeton House Behavioral Health, in North Brunswick, New Jersey, and the Community Psychiatric Center, East Orange, New Jersey. Nevertheless, Lee's extensive and constant medical supervision certainly should have prompted the reasonable conclusion that the September 17, 2012 events were due to a severe medical crisis. But, based on their conduct, defendants never changed their perspective.

26. That Lee suffered several, severe medical crisis on the evening of September 17, 2012, however, was not lost on the Mercer County Prosecutor's Office. In its October 2013 letter to the Police and Firemen's Retirement System, the Prosecutor's Office explained that Lee was not convicted of a crime; rather, Lee entered a not guilty plea to pending criminal charges in exchange for a Pretrial Intervention Order<sup>1</sup> because Lee's many medical and psychiatric examinations revealed that Lee "was likely suffering from serious physical and mental illnesses at the time of the events."

27. In contrast, Defendants' response to the September 17 incident throughout was discriminatory and increasingly hostile and punitive.

28. By way of example, defendants insisted on a written agreement as a condition to providing Lee with limited benefits which he had earned and accrued under his SOA-CBA when defendants were only offering Lee monies he was already entitled to under the CBA. Moreover, the insistence on a written agreement was plainly self-serving since defendants were insisting on a full release in exchange for only limited benefits to which Lee was already entitled.

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<sup>1</sup> Lee has every expectation that, given his strict compliance with the requirements of his Pre-trial Intervention Program, the criminal charges will be dismissed in due course.

29. Defendants' reaction to Lee's June 13, 2013 separation letter to Chief Masseroni (which Lee provided contemporaneously with his plea deal in the pending criminal matter) was similarly hostile and punitive.

30. After the plea deal, defendants refused to pay any monies to Lee. Defendants said that Lee's plea deal, which involved a forfeiture of Lee's current and future public employment as a condition for Pre-Trial Intervention, effectively nullified Lee's voluntary resignation. As such, defendants asserted that Lee waived benefits upon termination he otherwise would be entitled to pursuant to a "voluntary" separation.

31. Lee said at the time that he voluntarily agreed to enter into his plea deal to dispose of the criminal matter and to forfeit his public employment as a consequence of his on-going disability. Moreover, he presented his separation letter to the Prosecutor's Office before the Court entered the Order granting PTI which effected the forfeiture of public employment.

32. The reality is it did not matter whether Lee's forfeiture of his Robbinsville employment was voluntary or involuntary, since defendants' obligation to accommodate Lee's disability preceded the June 13, 2013 resolution of the criminal matter.

33. In essence, defendants chose to interpret Lee's plea deal as they did to excuse themselves from paying the relatively small amount which they should have already paid to Lee pursuant to the SOA-CBA. Moreover, any doubt about defendants' intention was eliminated when they further advised that defendants would have administratively discharged him for his conduct if his forfeiture had not already "mooted" his employment status with Robbinsville.

34. Finally, defendants' discriminatory, hostile and punitive response to the September 17 events is further evidenced by their opposition to Lee's efforts to seek New Jersey State Temporary Disability in the absence of any cooperation and funds from Robbinsville.

35. Robbinsville (after failing to pay any funds whatsoever, including, for example, accrued, earned funds, under Lee's SOA-CBA, or failing to offer any temporary disability under Worker's Compensation, during the months Lee was suspended without pay) also opposed, and continued to oppose, Lee's effort (while he was suspended and after he separated from Robbinsville) to secure temporary disability benefits from New Jersey on the basis that his suspension resulted from, and his employment terminated, on account of criminal conduct.

36. However, recently, in a reversal of a prior denial of State Temporary Disability benefits, the Appeal Tribunal on remand from the Board of Review stated the following: (i) while the initial charges against Lee constituted a crime under the New Jersey Code of Criminal Justice; (ii) Lee was ultimately diagnosed as suffering from a mental illness at the time of his actions; (iii) therefore, Lee's behavior on September 17, 2012 was not willful and/or intentional; and (iv) accordingly, the Tribunal determined that Lee was not disqualified for State plan disability benefits as of 9/18/12.

37. Based on the foregoing, Lee, who was institutionalized several times for evaluation and treatment of his serious medical event, and under the constant care of doctors throughout, has had to rely during and after his suspension, on his parents, charity assistance, welfare and Medicaid until he qualified for Social Security and Disability Benefits. However, Lee's Social Security Disability benefits only cover some of Lee's expenses.

38. Thus, the effect of defendants' refusal to acknowledge that Lee was sick on September 17, 2012, and remains sick, has been devastating.

39. If Lee was recognized by defendants as sick on the evening of September 17, 2012, and had defendants provided medical care and called an ambulance, when it was obvious, or should

have been obvious, that Lee was suffering a serious medical event, many of the serious charges against him made by fellow Robbinsville police officers would not have occurred.

40. Even more devastating, as a result of defendants' refusal to view the September 17, 2012 incident as anything other than criminal misconduct, they turned a blind eye while Lee has lost his health, his career, his home and his savings.

41. On September 9, 2014, Lee's Complaint in this litigation was filed with the Superior Court. Service was effected on defendants Robbinsville, Masseroni and Polaski on September 19, 2014.

42. On September 18, 2014, Lee was served with process in a litigation entitled Roundtree v. Township of Robbinsville et al, New Jersey Superior Court (Docket No. MER-L-1956-14) (the "Roundtree litigation"). (Additionally, upon information and belief, Lee anticipates service of a second lawsuit related to the Roundtree litigation [Docket No. L-001888-14, filed in the Mercer County Superior Court]. ) The Roundtree litigation seeks, and, upon information and belief, the related litigation will seek, damages from Robbinsville and Lee, among others, for personal injuries incurred on September 17, 2012.

43. On September 23, 2014, the undersigned wrote to Robbinsville's municipal attorney (in the absence as yet of counsel of record) to notify concerning the Roundtree and related litigation and to request Robbinsville to provide a defense and indemnification to Lee in connection with said litigation in accordance with N.J.S.A. 40A:14-155 and Article XXVI of the CBA-SOA.

44. On October 1, 2014, Robbinsville's municipal attorney advised that Robbinsville will not provide Lee with a defense and indemnification.

**FIRST COUNT**

(Failure to Accommodate Plaintiff's Disability Under  
New Jersey's Law Against Discrimination, N.J.S.A. 10:5-1 et seq.)

45. Lee repeats and realleges paragraphs 1 through 44 of this complaint as if set forth at length herein.
46. Lee has a disability as that term is defined by the New Jersey Law Against Discrimination (the "NJLAD").
47. The NJLAD requires employers to provide reasonable accommodations for the disabled.
48. Defendants know, or should have known, that Lee was disabled and that he was entitled to a reasonable accommodation.
49. Defendants failed to engage with Lee in the "interactive process" required by law; failed to "reasonably accommodate" Lee as is required by the NJLAD; and otherwise discriminated against Lee on account of his disability.
50. Lee was entitled to reasonable assistance from his employer while on leave of absence following the September 17, 2012 events since defendants had the means to do so. Instead, defendants failed to offer anything which would have helped relieve Lee's financial obligations while he was dealing with his illness.
51. Defendants' adverse employment actions included, but are not limited to:
- (i) its failure to pay Lee's salary since his illness occurred in the line of duty;
  - (ii) its failure to offer Temporary Disability under Workers' Compensation; and
  - (iii) its failure to allow Lee his earned and accrued sick time.
52. Defendants' conduct was egregious, willful and wanton and in reckless disregard of Lee's rights.



53. Defendants' conduct involved the participation of Upper Management thereby warranting an award of punitive damages.

54. As a result of Defendants' unlawful conduct, Lee suffered economic damages, including loss of income and benefits which loss continues to date, and also suffered, and continues to suffer, emotional distress damages.

**WHEREFORE**, plaintiff demands judgment against defendants, Township of Robbinsville, Martin P. Masseroni and Michael Polaski, for compensatory damages and punitive damages, interest, attorneys' fees, costs of suit and civil fines and for such further relief as the Court deems just, proper and equitable.

**SECOND COUNT**

(Retaliation Under New Jersey's Law Against  
Discrimination, N.J.S.A. 10:5-1 et seq.)

55. Lee repeats and realleges paragraphs 1 through 54 of this complaint as if set forth at length herein.

56. N.J.S.A. 10:5-12d prohibits an employer from retaliating against a person because he opposes a practice or action that is unlawful under the LAD.

57. Defendants knew, or should have known, that Lee was entitled to contractual benefits while on leave, as well as his workers' compensation benefits and entitled to his employer's cooperation in his pursuit thereof.

58. Lee acted in good faith in seeking to negotiate a reasonable written agreement. However, when negotiations failed, defendants, upon information and belief, were motivated by animosity and hostility towards Lee when they failed to offer Lee anything to assist him and his family.

59. In addition to the foregoing, Lee promptly notified defendant Robbinsville of the pendency of the Roundtree litigation and a related litigation, and, accordingly, requested a defense and indemnification from Robbinsville pursuant to law and the Robbinsville SOA-CBA.

60. Defendants, however, have declined to provide a defense and indemnification, upon information and belief, due to their continuing animosity and hostility towards Lee and in further retaliation against Lee for filing this lawsuit.

61. The causal link between the protected activity and the adverse employment action, both before and after filing of this lawsuit, is plain.

62. As described herein, defendants retaliated against Lee in violation of the NJLAD.

63. Defendants' conduct was egregious, willful and wanton and in reckless disregard of Lee's rights.

64. Defendants' conduct involved the participation of Upper Management thereby warranting an award of punitive damages.

65. As a result of defendants' unlawful conduct, Lee suffered economic damages, including loss of income and benefits which loss continues to date, and also suffered, and continues to suffer, emotional distress damages.

**WHEREFORE**, plaintiff demands judgment against defendants, Township of Robbinsville, Martin P. Masseroni and Michael Polaski, for compensatory damages and punitive damages, interest, attorneys' fees, costs of suit and civil fines and for such further relief as the Court deems just, proper and equitable.

### **THIRD COUNT**

(Aiding and Abetting Under New Jersey's Law Against  
Discrimination, N.J.S.A. 10:5-1 et seq.)

66. Lee repeats and realleges paragraphs 1 through 65 of this complaint as if set forth at length herein.

67. As described herein, defendants engaged in unlawful conduct that caused injury to Lee.

68. Masseroni, Polaski, and one or more John Doe Nos. 1-10, were all aware of their central roles as part of the overall unlawful activity at the time they provided assistance to Robbinsville.

69. Masseroni, Polaski, and one or more John Doe Nos. 1-10, knowingly and substantially assisted Robbinsville's unlawful conduct and, as such, are individually liable under the LAD.

70. The conduct of Masseroni, Polaski, and one or more John Doe Nos. 1-10, involved the participation of Upper Management thereby warranting an award of punitive damages.

71. As a result of defendants' unlawful conduct, Lee suffered economic damages, including loss of income and benefits which loss continues to date, and also suffered, and continues to suffer, emotional distress damages.

**WHEREFORE**, plaintiff demands judgment against defendants, Township of Robbinsville, Martin P. Masseroni and Michael Polaski, for compensatory damages and punitive damages, interest, attorneys' fees, costs of suit and civil fines and for such further relief as the Court deems just, proper and equitable.

### **FOURTH COUNT**

(Breach of Collective Bargaining Agreement)

72. Lee repeats and realleges paragraphs 1 through 71 of this complaint as if set forth at length herein.

73. The Agreement between Township of Robbinsville, Mercer County, and Superior Officer's Association of Robbinsville Township, PBA Local #344, Inc., January 1, 2011 through December 31, 2012, provides, in pertinent part, the following:

**Article VI – SICK LEAVE AND WORKER'S COMPENSATION**

**B. INJURY OR ILLNESS IN THE LINE OF DUTY**

1. Any Employee acquiring an injury or illness in the line of duty shall receive full pay, privileges and benefits to a maximum of three hundred sixty-five (365) days. Such sick leave shall not be chargeable against the Employee's sick time. At the expiration of ninety (90) days of continuous sick leave, from the date of initial injury, the Employee shall provide the Employer with certification from a licensed physician that the Employee still suffers a disability and cannot resume his/her full duty. The Employer reserves the option to have the Employee examined by a licensed physician of its choice in order to return to work. Such procedure shall or may be implemented at ninety (90) day intervals until the expiration of three hundred sixty-five (365) days.

(Emphasis added.)

74. Defendants, upon, upon information and belief, gave no consideration whatsoever to applying this provision in Lee's case – notwithstanding his illness and injuries occurred when he was in the line of duty.

75. As a consequence of defendants' breach and unlawful conduct, Lee has been damaged.

**WHEREFORE**, plaintiff demands judgment against defendants Township of Robbinsville, Martin P. Masseroni and Michael Polaski, for compensatory damages, interest, attorneys' fees, costs of suit and civil fines and for such further relief as the Court deems just, proper and equitable.

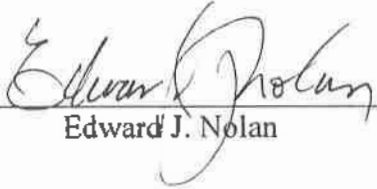
**JURY DEMAND**

Plaintiff hereby demands a trial by jury on all issues so triable.

**DESIGNATION OF TRIAL COUNSEL**

Plaintiff hereby designates Edward J. Nolan, Esq. as trial counsel.

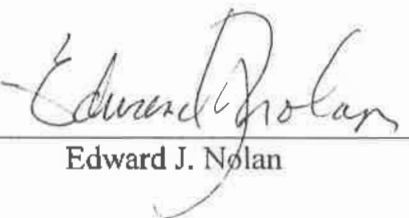
Dated: October 2, 2014

  
Edward J. Nolan

**CERTIFICATION PURSUANT TO R. 4:5-1**

I certify that the matter in controversy is not the subject of any other action pending in any court or of pending arbitration proceeding and that no such action or arbitration proceeding is contemplated by the undersigned. I certify that the foregoing 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: October 2, 2014

  
Edward J. Nolan

## SETTLEMENT AGREEMENT AND RELEASE

**THIS SETTLEMENT AGREEMENT AND RELEASE** (hereinafter “Agreement”) is made this \_\_\_\_\_ day of May 2016, by and between **MARK B. LEE** (hereinafter referred to as “Plaintiff,” “Lee” or “Releasor”), and **TOWNSHIP OF ROBBINSVILLE**, on behalf of itself and its respective representatives, agents, servants, employees, present and former elected and appointed officials, officers, directors, administrators, its insurers, self-insurers, reinsurers, third-party administrators, claims administrators, attorneys, shareholders, and all of their successors and assigns (hereinafter collectively referred to as “Defendant,” “Township” or “Release”).

**WHEREAS** Plaintiff is a former employee of the Township who asserted certain claims against this Defendant arising out of his employment, in a civil lawsuit entitled Mark B. Lee v. Township of Robbinsville, Martin P. Masseroni, Michael Polaski, in the Superior Court of New Jersey, Law Division, Mercer County, Civil Action Docket No.: MER-L-2023-14 (hereinafter the “Lawsuit”); and

**WHEREAS** the Plaintiff’s counsel has advised the Defendants’ counsel that the Plaintiff will voluntarily dismiss all claims with prejudice against Martin P. Masseroni and Michael Polaski (hereinafter “Non-Settling Defendants”).

**WHEREAS** Plaintiff asserted various allegations and whereas this Defendant and the Non-Settling Defendants deny any liability with respect to all matters asserted by Plaintiff and deny that Plaintiff is entitled to any relief on the asserted claims in the Lawsuit; and

**WHEREAS**, the Plaintiff and this Defendant now wish fully and finally to compromise and settle the Lawsuit to avoid the further burden, expense, hardship, inconvenience and distraction of further litigation and/or appeal between them; and

**WHEREAS** the Plaintiff and this Defendant hereto have reached a settlement agreement to fully and finally resolve all claims among them, including those asserted in the Lawsuit; and

**WHEREAS** Plaintiff and the Township have agreed to settle in full all claims Plaintiff has, had or may have against this Defendant, including all claims that were or could have been raised in the Lawsuit for everything that has happened up to and including the date of the final execution of this Agreement and Release; and

**WHEREAS** the Lawsuit sought redress from the Township of Robbinsville, the Non-Settling Defendants, Martin P. Masseroni and Michael Polaski, and the plaintiff has advised all Defendants and the Court of his intention to voluntarily dismiss all claims against the Non-Settling Defendants, Martin P. Masseroni and Michael Polaski, with prejudice; and

**INDEPENDENT OF**, and not as consideration for, this settlement agreement, Plaintiff will dismiss the Lawsuit as to the Non-Settling Defendants by executing a Voluntary Stipulation of Dismissal with prejudice as to each, prior to the execution of this Agreement by Plaintiff and prior to the release of any payment to Plaintiff provided for by this Agreement, and Plaintiff further releases and forever discharges the Non-Settling Defendants and their attorneys from any and all claims, which he may have against them, their heirs, executors, administrators, successors, and assigns and/or claims for attorneys fees arising out of this Lawsuit or any other claim which Plaintiff has, may have, or claim to have against them for everything that has occurred up to and including the date of the signing of this Agreement by Plaintiff; and

**NOW, IN CONSIDERATION** of the payment to Plaintiff provided for by this Agreement, and 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. In full and complete satisfaction of all claims as more fully pled in the Complaint and filed in the Lawsuit entitled Mark B. Lee v. Township of Robbinsville, Martin P. Masseroni, Michael Polaski, in the Superior Court of New Jersey, Law Division, Mercer County, Civil Action Docket No.: MER-L-2023-14, this Defendant will have a check issued made payable to Mark B. Lee (Tax I.D. information for Mr. Lee will be provided by way of an executed W-9 form) and Edward J. Nolan, Esq., his attorney (Tax I.D. information for Mr. Nolan will be provided by way of an executed W-9 form), in the total amount of \$117,500.00 (one hundred and seventeen thousand five hundred dollars), to be paid in full and final satisfaction of all alleged damages, inclusive of all fees, costs, expenses, including but not limited to experts, costs, transcribers, investigators, service fees, outside counsel, related in any way to the within Lawsuit. Plaintiff has requested the payment be as indicated and further waives any additional rights of recovery, if any, for economic loss, including those for lost wages and medical expenses; personal injuries, including claims for physical, mental, emotional and psychological injuries and/or emotional distress; and court fees and costs; and attorneys' fees and costs, in the Lawsuit.

2. Plaintiff understands, stipulates and agrees that by executing this Agreement, he is authorizing his attorney Edward J. Nolan, Esq. of the Law Offices of Edward J. Nolan to hold in escrow in the law firm's trust account \$12,500.00 (twelve thousand five hundred dollars) of said settlement monies referenced in Paragraph No. 1 above to be reserved for use in any potential future settlement and/or judgment in the two following pending lawsuits:

- (a) N.S., et al. v. Township of Robbinsville, et al., in the Superior Court of New Jersey, Law Division, Mercer County, Civil Action Docket No.: MER-L-1888-14 (hereinafter the "Smith Lawsuit"); and



- (b) Rountree v. Township of Robbinsville, et al., in the Superior Court of New Jersey, Law Division, Mercer County, Civil Action Docket No.: MER-L-1956-14 (hereinafter the “Rountree Lawsuit”); and

If the Smith and/or Rountree Lawsuits are dismissed with prejudice or resolved without monies owed or due as part of a settlement or judgment then the \$12,500.00 held in escrow will be released to Plaintiff.

3. Defendant and Defendant’s counsel, make 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 payments. 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 herein 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 and defend this Defendant, its attorneys, its insurers and/or self-insurers and/or reinsurers and/or third-party administrators and/or claims administrators and/or attorneys and its respective agents, employees and assigns against, and to indemnify same 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 this Defendant arising out of or relating to Plaintiff’s failure to pay taxes which Plaintiff is obligated to pay on the payment hereunder or for failure to withhold any portion of the payment to Plaintiff for income or social security tax purposes, or for any other purpose, as determined by the IRS, and (ii) reimburse this 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 this Defendant will give Plaintiff notice of any such claim, and Plaintiff will cooperate with this Defendant in the defense of such claim. In any action commenced against Plaintiff to enforce the provisions of these paragraphs, this Defendant shall be entitled to recover its attorneys' fees, costs, disbursements, and the like incurred in prosecuting the action.

4. Plaintiff has advised Defendant that Plaintiff, Mark B. Lee, has no healthcare liens (Non-Medicare) related to this Lawsuit and therefore there are no healthcare liens (Non-Medicare) to be satisfied from the proceeds of this settlement.

5. All liens current or future against the proceeds of this settlement are to be satisfied by Plaintiff (Releasor), including but not limited to any healthcare liens, Medicare or Medicaid Liens, Worker's Compensation liens, Social Security liens, Child Support Judgments, hospital, physician or attorney liens, or any of the statutory, common law or judgment liens. Plaintiff therefore agrees to indemnify and hold this Defendant harmless against any claims made against this Defendant for payment made by this Defendant by any reason of liens against the proceeds as referenced herein or as to any tax liability, assessment of penalties, and/or interest which Plaintiff may owe, whether under State or Federal law.

6. Plaintiff hereby releases and forever discharges this Defendant, its present and former affiliates, subsidiaries, parents, owners, partners, officers, directors, shareholders, agents, attorneys, employees, former employees, representatives, elected and appointed officials, insurers, self-insurers and reinsurers, and third party administrators, and all of its 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, including all rights of appeal. Plaintiff acknowledges that this is

a General Release and includes, but is not limited to, claims set forth in the Lawsuit. Plaintiff hereby expressly waives and releases any and all claims or rights arising under any federal or state constitution, statute or law; Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991; the New Jersey Law Against Discrimination (LAD); the New Jersey Civil Rights Act; the Equal Pay Act of 1963; the New Jersey Equal Pay Act; the Civil Rights Acts of 1866 and 1871; the Americans with Disabilities Act; the Family and Medical Leave Act; the New Jersey Family and Medical Leave Act; the Rehabilitation Act of 1973; the Fair Labor Standard Act; the Age Discrimination in Employment Act; the Employee Retirement Income Security Act; the Occupational Safety and Health Act; the Constitution of the State of New Jersey; the Constitution of the United States; the New Jersey Family Leave Act; the New Jersey Conscientious Employee Protection Act; the New Jersey Workers Compensation Law; the New Jersey Wage and Hour Law; the New Jersey Civil Rights Act; the Consumer Protection Act of 1968; the Immigration Reform and Control Act of 1986; the National Labor Relations Act; the Worker Adjustment and Retraining Notification Act; the Employee Polygraph Protection Act of 1988; the Fair Credit Reporting Act; the Uniformed Services Employment and Reemployment Rights Act; the Sarbanes-Oxley Act; the New Jersey Statutes Annotated “Voting Rights” provision, “Reemployment of Military Personnel,” “Polygraph,” “Jury Duty,” “Convictions,” “Lie Detector Tests,” “Medical Coverage Continuation,” “Garnishment,” “Tobacco Outside Workplace,” “Workers Compensation Retaliation,” “Genetic Information”; all claims arising under any Executive Order and any claims derived from or based upon any federal or state regulation; all common-law claims including, but not limited to, public policy violation, whistle blower retaliation, breach of an express or implied contract, breach of an implied covenant of good faith and fair dealing, defamation, fraud, misrepresentation, negligence, tortious interference with contract or prospective economic advantage, false arrest, false

imprisonment, conspiracy, assault, battery, excessive force, malicious prosecution, retaliation or retaliatory action, abuse of process, refusal to file complaints or denial of access to the courts, gender discrimination, intentional or negligent infliction of emotional distress, negligent or intentional misrepresentation; all claims for any economic loss including back wages, front pay, overtime pay, fringe benefits, or any other form of compensation; all claims for personal injury, including mental anguish, humiliation, pain and suffering, emotional distress, damage to name or reputation or any other form of compensatory or punitive damages, and all claims for costs and attorneys' fees and any and all other claims however denominated, regardless of legal theory or operative facts; any claims relating to any disciplinary matter; and any and all claims for economic and punitive damages, and all fees, costs or other expenses incurred by Plaintiff in pursuit of any claim against this Defendant. This Settlement Agreement and Release includes all claims, known or unknown, for anything that has occurred up to and including the date of this Agreement, including all rights of appeal.

7. Plaintiff and this Defendant stipulate and agree that they will authorize their attorneys to execute, simultaneous with the execution of this Settlement Agreement and Release, a Consent Stipulation of Dismissal of the Lawsuit with prejudice in the form attached hereto as **Exhibit A**. Each Party will bear its or his or her own costs and attorneys' fees.

8. It is specifically understood and agreed that the amount paid under this Agreement includes all attorneys' fees and costs to which Plaintiff and/or his attorneys 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, he releases and waives any claim and/or rights to attorneys' fees and expenses in connection with this Lawsuit. Neither Plaintiff, nor his attorneys including, but not limited to, Edward J. Nolan, Esq. and/or the Law Offices of Edward J. Nolan, nor anyone acting on their behalf, shall make an application for any additional monies in addition to the

amount set forth in Paragraph 1 as those amounts are included in the total payment being made herein.

9. By executing this Agreement, Plaintiff certifies that he has complied with the requirements of N.J.S.A. 2A:17-56.23(b). Plaintiff understands and agrees that the settlement amount referenced in Paragraph 1, will not be released until such time as his attorneys provide Counsel for this Defendant with a certified copy of a child support judgment search, performed by a private judgment search company, reflecting that Plaintiff is not a child support judgment debtor. A copy of the Charles Jones Report is attached hereto as Exhibit B. Plaintiff further understands and agrees that, in the event it is revealed that Plaintiff is a child support judgment debtor, he will satisfy any monies owed under any outstanding New Jersey child support judgments from the proceeds of this settlement. Plaintiff understand and agrees that he will not receive any of the proceeds of the settlement until all outstanding New Jersey child support judgments are satisfied. Plaintiff also understands and agrees that, if any child support judgment exceeds the net proceeds of the settlement sum, he may be required to utilize the entire settlement proceeds to satisfy any outstanding child support judgment.

10. Pursuant to the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act, *Pub.L. No. 107-56, § 411(a)(1)(F), 115 Stat. 272 (2001)* (the “Patriot Act”), Executive Order 13224 and the enforcement regulations set forth by United States Treasury Department’s Financial Crimes Enforcement Network (“FinCEN”), Plaintiff understands and agrees that the settlement amount referenced in Paragraph 1, will not be released until such time as his attorneys provide Counsel for this Defendant with a certified copy of a search, performed by a private search company, reflecting that Plaintiff is not identified on the list of Specially Designated Nationals and Blocked Persons, generated by the Office of Foreign Assets

Control (“OFAC”). Plaintiff further understands and agrees that in the event it is revealed that Plaintiff is identified on the list of Specially Designated Nationals and Blocked Persons, generated by OFAC, he will not receive any of the proceeds of the settlement without Court Order. A copy of the Charles Jones Report is attached hereto as **Exhibit C**.

11. Pursuant to the requirement of 42 U.S.C. 1395 y(b)(8), Plaintiff acknowledges and certifies that Plaintiff is eligible and entitled to Medicare benefits. However, Plaintiff has advised Defendant that Plaintiff, Mark B. Lee, has **NO** Medicare healthcare liens related to his claims in this Lawsuit and, therefore, there are **NO** Medicare healthcare liens to be satisfied from the proceeds of the settlement in this Lawsuit. Furthermore, Plaintiff represents that: (i) his claims in this Lawsuit are solely for economic losses and not for wages and medical expenses related to a personal injury attributable to a third party. Plaintiff has, however, received payment for medical expenses to date relating to his outstanding Workers Compensation claims identified in Paragraph 19 of this Agreement; (ii) therefore, Plaintiff’s receipt of medical benefits from Medicare which began after March 1, 2015, to the extent reimbursable to Medicare, will be repaid in connection with the resolution of Plaintiff’s pending Workers Compensation claims identified in Paragraph 19 of this Agreement; and (iii) Plaintiff’s Workers Compensation attorney, Brian Bartlett, Esq. of the Bartlett Law Firm, 609 Main Street, Toms River, New Jersey, has provided an Affidavit wherein he represents and warrants that he is responsible to and will address and satisfy any lien for applicable payments made conditionally by Medicare subject to its right of repayment. (A copy of Mr. Bartlett’s Affidavit is attached hereto as **Exhibit D**).

12. Many Medicare beneficiaries have their medical expenses paid, in whole or in part, by liability insurance (including self-insured), no-fault insurance, and worker’s compensation. Federal law precludes Medicare from making payments for items, or services, for any injury or

condition for which a person is entitled to recover under a workers' compensation plan or automobile or liability insurance policy ("primary payer"), except that such payments may be made by Medicare as conditional payments subject to the right of repayment.

The Centers for Medicare and Medicaid Services ("CMS") has a direct priority right of recovery of such conditional payments. As a matter of federal law, this direct priority right of recovery may be enforced against the workers' compensation, automobile, or liability insurer and/or against any entity, (including a beneficiary, provider, supplier, physician, attorney, or state agency), that has received any portion of the primary payer's payment directly or indirectly. CMS also has a subrogation right with respect to such primary payer's payment. Thus, to the extent Medicare has made, or will make, prior to settlement, any payment for any item or service related to any injury or condition for which Plaintiff has received, or may receive, compensation in this matter, Medicare is entitled to receive repayment of such conditional payments.

Federal regulations further provide that liability for work-related injuries resulting in future medical expenses after settlement may not be shifted to Medicare by the responsible parties. Applicable regulations require that appropriate steps be taken to allocate a portion of the Medicare beneficiary's workers' compensation settlement in certain cases to pay for the beneficiary's future work-related injury or illness. Although there are no comparable regulations for third party liability claims at the present time, if a third party liability settlement is intended to release future medical expenses for which Medicare may be asked to pay, a portion of the liability settlement should be allocated to pay for the beneficiary's future medical expenses in appropriate cases.

In addition, Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007 ("MMSEA") is a federal law that requires liability insurers (including self-insureds), no-fault insurers, workers' compensation insurers, and certain claims processing third party administrators,

to report specific information about Medicare beneficiaries who may be covered under other insurance. This reporting is to assist CMS and the insurers to properly coordinate the payment of benefits among various plans.

Through this Agreement, Plaintiff has been advised that this Defendant, to the extent applicable, intends to fully comply with federal law, including the requirements of the MMSEA. Accordingly, this Defendant will report, to the extent applicable, to Medicare all information concerning the settlement in the subject action, including the full settlement amount, which is deemed reasonably necessary for Medicare to make a determination regarding the appropriate coordination of benefits.

In part, the reporting requirements are to ensure that Medicare is not asked to pay, and/or does not pay, for any medical expenses associated with or arising out of the conditions and/or injuries for which Plaintiff receives settlement proceeds under the terms of the within Agreement. Based on information Plaintiff supplied this Defendant as set forth in Paragraph 11 of this Agreement, Plaintiff asserts that Medicare does NOT have an interest in the settlement reached in this Lawsuit and as such NO reporting to Medicare is required concerning the settlement in the subject Lawsuit.

If it is determined that Medicare does, in fact, have an interest in this settlement, and if Plaintiff fails to follow the requirements, if any, for determining what portion of the settlement proceeds in the subject action must be allocated to future medical expenses, (“Allocation”), and/or if Plaintiff further fails to establish, fund, and administer any required Medicare Set-aside Account (“MSA”) for such Allocation, Plaintiff understands that his rights to future Medicare coverage and/or benefits could be adversely impacted. In particular, Medicare could determine that the entire amount of the settlement proceeds in the subject action should be allocated towards future medical expenses



and, thereafter, deny Medicare coverage and/or benefits to Plaintiff until the full extent of the settlement proceeds in the subject action have been paid towards such future medical expenses.

Through execution of the within Agreement, Plaintiff hereby acknowledges the disclosures set forth herein. As such, and if it is determined that Medicare has an interest in the settlement of the subject action, Plaintiff agrees: (i) that Plaintiff shall bear sole and continuing responsibility to determine whether an Allocation and/or MSA is required with respect to the settlement proceeds in the subject action; (ii) that if it is determined that an Allocation and/or MSA is required, it shall be Plaintiff's sole and continuing responsibility to contact CMS to work out an appropriate Allocation and any required MSA with respect to the settlement proceeds in the subject action; (iii) that it shall be Plaintiff's sole and continuing responsibility to secure and to follow all CMS requirements for the establishment, funding, and administration of any required MSA; and (iv) that Plaintiff's failure to discharge any of the foregoing responsibilities could jeopardize Plaintiff's ability to obtain and/or maintain Social Security and/or Medicare coverage and/or benefits to the full extent of any settlement proceeds in the subject action.

Plaintiff further acknowledges that all past, current and/or future claims for wages and medical expenses, paid or unpaid, and/or past, current and/or future liens asserted for wages and medical expenses from whatever source, paid or unpaid, and any reimbursement due any federal or state agency including but not limited to Internal Revenue Service (IRS), Medicare/Medicaid, welfare or any public assistance program or any monies owed under any Bankruptcy, will be satisfied by Plaintiff. By executing this Agreement, Plaintiff certifies that Plaintiff 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 this Defendant harmless against, and to indemnify this Defendant 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 this Defendant arising out of, or relating to, this Defendant's failure to withhold any portion of the payment to Plaintiff for medical lien purposes, or for any other purpose, and (ii) reimburse this Defendant for any resulting payments, including without limitation, all penalties and interest payable to any governmental agency.

In accordance with the foregoing, and in conjunction with this paragraph, by signing this Agreement, Plaintiff certifies that:

(1) Medicare **has made NO CONDITIONAL PAYMENTS** for medical expenses or prescription expenses on Plaintiff's behalf related to the Lawsuit, as referenced in Paragraph 11 above.

(2) Plaintiff has **NOT** submitted a request to Medicare seeking benefits for any alleged damages, conditions, or injuries related in any manner to the claims made and settled in the Lawsuit, as referenced in Paragraph 11 above;

(3) **NO** portions of any expenses incurred to date in connection with the claims made and settled in the Lawsuit have been paid, or are reasonably expected to be paid pursuant to any health insurance program provided, or funded in whole or in part, by Medicare or Medicaid, as referenced in Paragraph 11 above; and

(4) Plaintiff is **not** in End Stage Renal failure.

The Plaintiff (Releasor) hereby understands and acknowledge that the Medicare, Medicaid and SCHIP Extension Act of 2007 (the "Extension Act") requires the reporting to designated representatives of Medicare any settlement in which all future claims are released and the injured party is either a current Medicare beneficiary or has the potential to be eligible for Medicare benefits within thirty months of the settlement. In further consideration of the settlement agreed to herein,

the Plaintiff (Releasor) warrants and represents to this Defendant, Defendant's attorneys, Insurer, Self-Insurer, Reinsurer, Third Party Administrator, Excess Insurer, its attorneys, and any other person, partnership, firm, corporation or other entity charged or chargeable with responsibility or liability and his/her/their/its heirs, executors, administrators, agents, insurers and assigns, and in case of corporations, all of its parents, subsidiaries, and affiliates, and its or their predecessor or successor corporations, and its or their former and current directors, officers, employees, agents, insurers (collectively referred to as the "Releasees") and its attorney(s) the following:

- A. Medicare Beneficiary Status. Plaintiff (Releasor) is currently eligible for Medicare benefits and Plaintiff (Releasor) expects to be eligible for Medicare benefits within the next 30 months, as referenced in Paragraph 11 above.
- B. Medicare Involvement. Medicare (1) has made NO past conditional payments for medical expense or prescription expense related to the Lawsuit; and (2) will NOT in the future make payments for medical expense or prescription expense related to the Lawsuit, as referenced in Paragraph 11 above.
- C. Notification to CMS or MSPRC. To the extent required, Plaintiff/Releasor (or Plaintiff's attorneys or agents working for or on Plaintiff's behalf) will notify the Centers for Medicare and Medicaid Services (CMS) of this settlement and provide a copy of this Settlement Agreement to CMS or its designated Medicare and Medicaid Services Recovery Contractor ("MSPRC") no later than 60 days from the date of this Settlement Agreement. Plaintiff (Releasor) will abide by all regulations and requirements of Medicare, CMS and/or the designated MSPRC in connection with this Settlement Agreement, as referenced in Paragraph 11 above.
- D. Plaintiff acknowledge that it is Plaintiff's sole responsibility (or that of Plaintiff's designated

attorney or agent) to negotiate the nature and extent to which reimbursement must be made to the Medicare Trust Fund and/or CMS and/or the designated MSPRC for any conditional payments which may be made in the future by Medicare arising from the injuries or damages suffered by Plaintiff (Releasor). It is expressly agreed that neither this Defendant (Released Party) nor its attorneys have any duty, obligation or responsibility to attempt to reduce or eliminate the amount that Plaintiff (Releasor) will be required to reimburse Medicare Trust Fund and /or CMS from the settlement proceeds specified in this Settlement Agreement;

- E. Plaintiff (Releasor) acknowledges that in agreeing to this settlement, there have been no representations or warranties made by or on behalf of this Defendant (Released Party) or its attorneys as to the amount that Medicare and/or CMS will require that Plaintiff (Releasor) must pay to reimburse for any payments made by Medicare. Further, Plaintiff (Releasor) agrees that failure of CMS to approve any proposed amount suggested or offered by Plaintiff (Releasor) to reimburse Medicare for any payments made shall not operate to void this settlement agreement and shall not be a valid grounds or basis to reopen negotiations;
- F. Responsibility for Future Medical Treatment. Plaintiff (Releasor) agrees that any additional expenses for medical care, treatment, services and/or prescription drugs related to care or treatment of the injuries or damages arising out of the Lawsuit that is the subject of this Settlement Agreement that are not presently known to Medicare and have either been incurred and not yet submitted to Medicare or may be incurred in the future and are later submitted for payment to Medicare shall be reimbursed to the Medicare Trust Fund and/or to CMS and/or to the MSPRC by Plaintiff (Releasor) as determined by same and not by this Defendant (Released Party) or its attorney(s).
- G. Waiver of Private Cause of Action. In consideration of the payments set forth in the

Settlement Agreement, Plaintiff (Releasor) hereby waives, releases, and forever discharges this Defendant (Released Party) and/or its attorney(s) from any obligations for any claim, known or unknown, arising out of the failure of this Defendant (Released Party) and/or its attorney(s) to provide for a primary payment or appropriate reimbursement pursuant to 42 U.S.C. 1395y(b)(3)(A).

- H. Acknowledgment of Potential Impact of Settlement. Plaintiff (Releasor) understands this settlement may impact, limit, or preclude Plaintiff's (Releasor's) right or ability to receive future Medicare benefits arising out of the injuries alleged in connection with the Lawsuit, and nevertheless wish to proceed with the settlement.
- I. Indemnification. Plaintiff/Releasing Parties acknowledges that all subrogation and lien claims arising out of contract or under state or federal law, including, but not limited to, any subrogation or lien claims of Plaintiff's/Releasing Parties' health care providers, insurance carriers, state worker's compensation, and any federal agency or programs such as Medicare, Medicaid, or Social Security, are the sole and separate obligation of Plaintiff/Releasing Parties which Plaintiff/Releasing Parties agree to pay or otherwise resolve. Plaintiff/Releasing Parties further hereby covenants to defend, indemnify and hold harmless this Defendant/Released Party and/or its respective representatives, self-insurers, reinsurers, third-party administrators, claims administrators, attorneys, and all of its successors and assigns from and against all such lien and subrogation claims brought against this Defendant/Released Party and/or its attorney(s).

13. Other than as set forth herein, Plaintiff understands and agrees that no further payments will be sought from this Defendant.

14. Plaintiff understands that by signing this Agreement, he waives, relinquishes and

forever discharges any and all claims, rights, entitlement to any other legal or equitable relief, including any rights to discovery, and rights of appeal, which were made or could have been made, which are known or could have been known, from this Defendant up to and including the date of the final execution of this Agreement.

15. Plaintiff agrees to hold harmless and defend this Defendant, its attorneys, its insurance carriers and its respective agents, employees and assigns, against any claims with respect to distribution of proceeds as referenced in the preceding paragraphs, and Plaintiff further agrees to: (i) indemnify the above parties for any and all losses and/or damages arising from claims by Medicare/Medicaid or any other taxing authority or other governmental agency (whether federal, state or local), which may be made against any of the above parties arising out of or relating to this Defendant's failure to withhold any portion of the payment to Plaintiff or Plaintiff's attorney for wages and medical expenses paid or unpaid and/or liens asserted from whatever source paid or unpaid and any reimbursement due Medicare/Medicaid or any other taxing authority or other governmental agency (whether federal, state or local), for any other purpose; and (ii) reimburse the above parties for any resulting payments, legal costs and expenses, including without limitation, all penalties and interest properly payable to any Medicare/Medicaid related governmental entity or any other taxing authority or other governmental agency (whether federal, state or local), in the event that such expenses are made necessary as result of the actions or inactions of the Plaintiff.

16. Plaintiff further covenants and promises that he will not hereafter file or cause to be filed on his behalf any charge, complaint or legal or administrative action of any nature before any court or administrative agency to assert any claim against this Defendant, or any of the persons or entities released herein, for anything that has happened up to and including the date of this Agreement; and Plaintiff further covenants and represents that he will not file or permit any third-party to file any charge, claim or complaint against this Defendant, seeking personal recovery or

personal injunctive relief with respect to any matter in any way arising out of or relating to his interaction with this Defendant.

17. The making of this Agreement and the payment of the Settlement proceeds are not intended, and shall not be construed, as any admission that Defendant violated any federal, state or local law, statutory or decisional, ordinance or regulation or committed any wrongdoing against Plaintiff.

18. 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 that Plaintiff has not sold, assigned, transferred, conveyed and/or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Agreement to any third party any claim that he has, may have or believes he has or may have against this Defendant, and all of its officials, whether elected or appointed, officers, employees, representatives, assignees and designees. Plaintiff represents that has no other charges, claims or complaints of any kind pending against this Defendant (other than the workers compensation claims referenced in Paragraph No. 19 below), and Plaintiff further covenants and represents that he will not file or cause to be filed any charges, claims or complaints seeking recovery or injunctive relief with respect to any matter in any way arising out of or relating to his interaction with this Defendant as set forth in the Complaint in this Lawsuit.

19. Notwithstanding anything herein it is understood by and between the parties that this Agreement will not release, discharge or waive Plaintiff's right to seek a state pension under the Police and Firemen's Retirement System (PFRS # 03-80644); and workers compensation benefits, which claims are currently pending under petition numbers CP2013-1458, CP2013-16518 and CP2013-16517.

20. Plaintiff covenants and promises that he will not make any efforts to publicize or publish the terms of this Agreement. Plaintiff will not initiate oral or written communications about

the terms of this Agreement with anyone, including but not limited to members of the media. This restriction however does not prevent Plaintiff from discussing the terms of the settlement with immediate family members nor from seeking advice from his attorney, tax advisor, or consulting with any person he chooses to help determine whether to execute this Agreement.

21. The waiver by Plaintiff and/or this Defendant of a breach of any provision hereof shall not operate or be construed as a waiver of that breach by the other or as a waiver of any subsequent breach by the other.

22. This Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey.

23. By executing this Agreement, Plaintiff represents and acknowledges that he does not rely, and has not relied upon, any representations or statements not set forth in this Agreement with respect 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 and memorializes in writing the settlement agreed upon by the parties.

24. Plaintiff acknowledges and agrees that he is bound by this Agreement. This Agreement shall be binding upon and inure to the benefit of Plaintiff and Defendant, and any of their respective heirs, legal or personal representatives, agents, employees, successors or assigns.

25. This Agreement contains the full agreement between Plaintiff and Defendant and may not be modified, altered, changed or terminated, except upon the express prior written consent of Plaintiff and Defendant, which consent must be signed by both Plaintiff and this Defendant or its duly authorized agents.

26. The parties agree that the language of this Agreement has been negotiated, is a product of the draftsmanship of all of the parties and that the usual rule that the provisions of a



document are to be construed against the drafter shall not apply to the interpretation of any provisions hereof.

27. If any term, provision or condition of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such holding shall be without effect upon the validity or enforceability of any other provision, term or condition of this Agreement, provided that the essential consideration received by each party is not eliminated or reduced as a result of such a declaration of invalidity.

28. The Signature of Plaintiff below indicates that he has had an opportunity to review this Agreement with an attorney and, in fact, has reviewed this Agreement with his attorney, has read or has had the document translated for himself and understands the provisions and that he executed it voluntarily with full knowledge of the significance of all its terms and provisions.

**IN WITNESS WHEREOF**, and intending to be legally bound, Plaintiff has executed this Agreement.

**STATEMENT BY PLAINTIFF, MARK B. LEE, WHO IS SIGNING BELOW:**

**THIS DEFENDANT HAS ADVISED ME IN WRITING TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTING THIS AGREEMENT. I HAVE CAREFULLY READ AND FULLY UNDERSTAND THE PROVISIONS OF THE AGREEMENT AND HAVE HAD SUFFICIENT TIME AND OPPORTUNITY TO CONSULT WITH MY PERSONAL TAX, FINANCIAL AND LEGAL ADVISORS PRIOR TO EXECUTING THIS DOCUMENT AND I UNDERSTAND MY RIGHTS UNDER THIS AGREEMENT AND I INTEND TO BE LEGALLY BOUND BY ITS TERMS. I EXECUTE THIS AGREEMENT IN A KNOWING, AND VOLUNTARY MANNER WITH THE FULL KNOWLEDGE THAT I AM WAIVING ANY AND ALL RIGHTS OR CLAIMS I MAY HAVE TO LATER CHALLENGE THE SUFFICIENCY, SCOPE OR TERMS OF THE AGREEMENT AND HAVE DONE SO AFTER CONSULTATION WITH MY ATTORNEY.**

Dated: \_\_\_\_\_, 2016 By: \_\_\_\_\_  
**MARK B. LEE**

**STATE OF NEW JERSEY:**

**COUNTY OF \_\_\_\_\_:**

I CERTIFY that on \_\_\_\_\_, 2016, **MARK B. LEE**, personally came before me and acknowledged under oath, to my satisfaction, that this person:

- (a) is named in and personally signed this document; and
- (b) signed, sealed, and delivered this document as his/her act and deed.

\_\_\_\_\_  
**Edward J. Nolan, Esq.**  
**An Attorney-at-Law of the State of New Jersey**

**In Agreement to be bound as to Paragraphs 2 and 8 herein only:**

**LAW OFFICES OF EDWARD J. NOLAN**  
Attorneys for Plaintiff, Mark B. Lee

By: \_\_\_\_\_ Dated: \_\_\_\_\_, 2016  
**Edward J. Nolan, Esq.**

**TOWNSHIP OF ROBBINSVILLE**

By: \_\_\_\_\_  
**Mayor David L. Fried**

Dated: \_\_\_\_\_, 2016

Mayor Fried's signature attested to:

By: \_\_\_\_\_  
Michele Seigfried  
Municipal Clerk of Township of Robbinsville

Dated: \_\_\_\_\_, 2016

STATE OF NEW JERSEY:

COUNTY OF \_\_\_\_\_:

**I CERTIFY** that on \_\_\_\_\_, 2016, **David L. Fried**, personally came before me and acknowledged under oath, to my satisfaction, that this person:

- (a) is named in and personally signed this document; and
- (b) signed, sealed, and delivered this document as his/her act and deed.

\_\_\_\_\_  
**NOTARY PUBLIC**

STATE OF NEW JERSEY:

COUNTY OF \_\_\_\_\_:

**I CERTIFY** that on \_\_\_\_\_, 2016, **Michele Seigfried**, personally came before me and acknowledged under oath, to my satisfaction, that this person:

- (a) is named in and personally signed this document; and
- (b) signed, sealed, and delivered this document as his/her act and deed.

\_\_\_\_\_  
**NOTARY PUBLIC**