

SETTLEMENT AGREEMENT AND
GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is by and between (1) Michael Maietti ("Maietti"); and (2) City of Jersey City ("Jersey City"). Maietti and Jersey City will sometimes collectively be referred to herein as "the Parties".

WHEREAS, on or about March 16, 2015, Maietti filed a civil complaint against Jersey City, the Jersey City Police Department ("JCPD") and Terrence Crowley ("Crowley"), Maietti v. Jersey City Police Department, et al., bearing Docket No.: HUD-L-1106-15 (hereinafter, the "Maietti Litigation"), which remains pending at this time; and

WHEREAS, on or about June 14, 2016 Maietti was served with disciplinary charges (hereinafter, the "Disciplinary Charges") and suspended by the JCPD and, shortly thereafter, Maietti separated from employment with Jersey City/JCPD, after which a dispute arose between the Parties as to the nature of Maietti's separation and any payments due to Maietti from Jersey City/JCPD as a result of the separation (hereinafter, the "Retirement Pay Dispute"); and

WHEREAS, on or about January 25, 2017, the Superior Court of New Jersey, Hudson County, in Jersey City POBA v. City of Jersey City, Docket No.: HUD-C-189-16, confirmed an arbitration award issued by Arbitrator Gerald Restaino, who the Parties had jointly retained to address the Retirement Pay Dispute; and

WHEREAS, on or about February 13, 2017, Jersey City appealed the Final Order of the Superior Court in Jersey City POBA v. City of Jersey City to the New Jersey Appellate Division, Docket No.: A-2571-16T3 (hereinafter, the "POBA Appeal"), which appeal remains pending at this time; and

WHEREAS, on or about September 6, 2017, Floyd Harley filed an amended complaint with claims against Maietti in the case of Harley v. City of Jersey City, et al., Docket No.: 2:16-cv-05135 (hereinafter the "Harley Litigation"), which remains pending at this time, and in which Maietti is presently represented by private counsel;

WHEREAS, the Parties now mutually desire to resolve all of their disputes.

NOW THEREFORE, in consideration of the foregoing, and of the promises and mutual covenants herein contained, the Parties agree as follows:

1. SETTLEMENT PAYMENT

In consideration for Maietti's consent to all of the terms, conditions and promises in this Agreement, Jersey City/JCPD shall, within 10 days from the date of this Agreement, issue a check payable to "Michael Maietti" in the amount of \$79,736.80 (less applicable taxes and withholdings) in full and complete satisfaction of all of Maietti's claims, including any claims for attorneys' fees, costs, and other legal expenses (hereinafter referred to as the "Settlement Payment"). The Settlement Payment will be mailed to Maietti at 5 Munsey Road, Emerson, NJ 07630 with a copy of the check mailed to Maietti's attorneys at Cohen, Leder, Montalbano & Connaughton, LLC, River Drive Center II, 669 River Drive, Elmwood Park, NJ. The Parties further agree that no part of the Settlement Payment constitutes payment of a fine or penalty under any law.

2. TAX LIABILITY

Notwithstanding that Jersey City/JCPD will deduct applicable taxes and withholdings from the Settlement Payment, Maietti agrees that he shall be liable for the payment of all federal, state and local taxes that may be due as the result of the consideration received in the Settlement Payment, and that such Settlement Payment is made for the settlement of disputed claims as set forth herein. Maietti represents that, to the extent not already deducted by Jersey City, he shall pay such taxes at the time and in the amount required by law. In addition, Maietti agrees fully to defend, indemnify and hold Jersey City harmless from any liability for payment of taxes, penalties, withholding obligations and interest that are required of him by any government agency at any time as the result of the Settlement Payment.

3. DISMISSAL OF THE DISCIPLINARY CHARGES, MAIETTI LITIGATION AND POBA APPEAL

Maietti agrees that upon execution of this Agreement, he shall dismiss, with prejudice, the Maietti Litigation against all defendants therein, and further agrees to take all steps to facilitate this dismissal with prejudice, if necessary. Absent a breach of this Agreement, Jersey City/JCPD agree that they will not file suit against Maietti. Maietti represents that, other than the matters set forth above, he is not a party in any pending administrative charge, lawsuit, civil action, collective action, class action, or claim of any kind involving Jersey City and/or JCPD, including any of its subsidiaries, affiliates, divisions, agents, servants, officers, directors, employees, insurers, benefit plan fiduciaries, or successors. Likewise, Jersey City/JCPD agrees that upon execution of this Agreement, it shall dismiss, with prejudice, the POBA Appeal, and further agrees to take all steps to facilitate this dismissal with prejudice, if necessary. In addition, upon the execution of this Agreement, the JCPD agrees to dismiss the Disciplinary Charges pending against Maietti and complete/submit all necessary materials to effectuate the same.

4. FUTURE REPRESENTATION IN THE HARLEY LITIGATION

The Parties acknowledge that Maietti is currently represented by defense counsel of his own choosing in the Harley Litigation. The Parties agree that after the execution of this Agreement, Jersey City shall provide Maietti with the "necessary means" for his defense in the Harley Litigation pursuant to N.J.S.A. 40A:14-155, which shall consist of the assignment of defense counsel of Jersey City's choosing. Maietti agrees that he shall make no claim against Jersey City/JCPD for attorney's fees or legal costs associated with any prior representation in the Harley Litigation.

5. AGREEMENT BY MAIETTI TO COOPERATE WITH JERSEY CITY OR JCPD IN FUTURE ADMINISTRATIVE OR LEGAL MATTERS

In addition to the Harley Litigation, the Parties acknowledge that there may be other legal, administrative or JCPD disciplinary cases in which Maietti's cooperation with Jersey City or the JCPD is necessary. Maietti agrees to cooperate with Jersey City and/or JCPD in such matters, including, but not limited to, providing

accurate and truthful testimony and/or materials, if necessary. Such matters include, but are not limited to any: (a) ongoing or future litigations or administrative cases in which Maietti is a party or witness and (b) ongoing or future Jersey City or JCPD disciplinary matters related to, or arising from, the same set of facts as set forth in State v. Ascolese, et al., Superior Court of New Jersey, Hudson County, Criminal Division, Indictment No. 1060838. Maietti agrees that if he refuses to cooperate with Jersey City or the JCPD or does not provide accurate and truthful testimony in any ongoing or future cases, he shall forfeit the Settlement Payment set forth in Paragraph 1 of this Agreement. Any disputes regarding this Paragraph shall be resolved pursuant to Paragraph 14 of this Agreement.

6. SUFFICIENCY OF CONSIDERATION

Maietti and Jersey City/JCPD all recognize that the Maietti Litigation, the POBA Appeal and the Harley Litigation are disputed matters and that the consideration, and other relief indicated in this Settlement Agreement, confers upon the Parties a benefit to which they would not otherwise be entitled. Maietti understands and agrees that he is not eligible for or entitled to any other benefit or consideration from Jersey City/JCPD, except as provided in this Agreement. Therefore, the Parties acknowledge and agree that the consideration, and other relief indicated herein, constitutes good and valuable consideration.

7. GENERAL RELEASE

In exchange for the Settlement Payment and any other relief set forth in this Settlement Agreement, Maietti agrees, intending to be legally bound, to the maximum extent permitted by law, to release and forever discharge Jersey City and the JCPD, including all of their subsidiaries, affiliates, divisions, agents, servants, officers, directors, employees, insurers, benefit plan fiduciaries, or successors (collectively, the "Released Parties") individually and collectively, from any and all claims, causes of action, complaints, lawsuits or liabilities of any kind (collectively "Claims"), which Maietti, his heirs, agents, attorneys, administrators or executors may have against the Jersey City or any of the other Released Parties.

A. RELEASED CLAIMS - By agreeing to this General Release, Maietti is waiving, to the maximum extent permitted by law, any and all causes of action, lawsuits, proceedings, complaints, charges, debts, contracts, judgments, damages, claims, and attorneys' fees against the Released Parties, whether known or unknown, which Maietti ever had, now has, or which Maietti or Maietti's heirs, executors, administrators, successors or assigns may have prior to the date this Agreement is signed by Maietti, due to any matter whatsoever relating to Maietti's employment, compensation and/or benefits of Maietti's employment with Jersey City and/or the JCPD (collectively, the "Released Claims") including but not limited to the following:

- o any Claims relating to or arising out of Maietti's employment with the JCPD, Jersey City and/or any of its departments, agencies, programs and/or affiliated entities;
- o any Claims for unpaid or withheld wages, severance, benefits, bonuses, commissions and/or other compensation of any kind;
- o any Claims for reimbursement of expenses of any kind;
- o any Claims for attorneys' fees, costs or expenses of any kind;
- o any Claims of discrimination and/or harassment and/or retaliation based on any status, characteristic or factor protected by Federal, State or Local law (such as, without limitation, the Age Discrimination in Employment Act, 29 U.S.C. §621 et. seq. (ADEA), Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Equal Pay Act and the New Jersey Law Against Discrimination) and any Claims for retaliation under any of the foregoing laws;
- o any Claims regarding leaves of absence under Federal, State or Local law including any Claims under the Family and Medical Leave Act (FMLA) and the New Jersey Family Leave Act (FLA);
- o any Claims for violation of public policy;
- o any Claims for retaliation and/or any whistleblower Claims (including any Claims under the New Jersey Conscientious Employee Protection Act or any other similar laws);
- o any Claims for emotional distress or pain and suffering; and/or

- o any other statutory or common law Claims, now existing or hereinafter recognized, known or unknown, asserted or unasserted, including, but not limited to, breach of contract, libel, slander, fraud, wrongful discharge, promissory estoppel, equitable estoppel and misrepresentation.
- o any Claims for unemployment compensation benefits under New Jersey law.

B. NON-RELEASED CLAIMS - It is important that Maietti understand that this General Release includes all Claims known or unknown to him, including those that he may have asserted or raised previously as well as those that he has not raised or asserted previously. The General Release above does not apply to:

- o Any Claims for vested benefits under any City retirement and/or 401(k) plan;
- o Any Claims to require Jersey City to honor its commitments set forth in this Agreement;
- o Any Claims to interpret or to determine the scope, meaning or effect of this Agreement;
- o Any Claims relating to any conduct, matter, event or omission occurring after he signed this Agreement;
- o Any past, pending or future claims for Worker's Compensation benefits and awards.
- o Any claims for a pension or pension benefits, including health care benefits, made to the New Jersey Police and Firemen's Retirement System (hereinafter referred to as "PFRS"); and
- o Any claim which cannot be waived as a matter of law.

8. FUTURE EMPLOYMENT WITH JERSEY CITY/JCPD

The Parties agree that they desire that Maietti not be employed by Jersey City or the JCPD in the future. Towards that end, Maietti agrees not to apply for employment with the JCPD, Jersey City or any entity affiliated with Jersey City or the JCPD, at any time in the future, except if he is ordered to do so by PFRS. In the event that Maietti is found to be recovered from his disability in accordance with process set forth in N.J.S.A. 43:16A-8(2), Jersey City/JCPD will evaluate his reemployment pursuant to that statute, as well as other applicable statutes, regulations and/or guidance promulgated by the State of New Jersey, the

Department of Treasury or the Division of Pensions, including PFRS, and/or the New Jersey Civil Service Commission.

9. AGREEMENT BY JERSEY CITY/JCPD TO COOPERATE WITH MAIETTI REGARDING HIS PFRS RETIREMENT APPLICATION

The Parties acknowledge that Maietti's application to PFRS for an accidental disability retirement was denied and that Maietti is appealing that denial. The Parties further acknowledge that, after the denial of his accidental disability retirement application, Maietti applied for a non-disability retirement with PFRS. The Parties also acknowledge that the assistance of Jersey City and/or JCPD may be necessary regarding Maietti's applications for PFRS retirement or any appeals of those applications. Jersey City/JCPD agree that they will provide PFRS, or any other reviewing body, tribunal or court, with accurate and truthful information and/or materials in its possession related to Maietti's employment with Jersey City/JCPD. If necessary, Jersey City/JCPD will appoint and authorize an appropriate individual to authenticate such information or materials. The Parties agree that any assistance rendered to Maietti by Jersey City/JCPD regarding any PFRS application or appeal shall not include legal advice, representation or advocacy; nor shall it include the taking of a position, legal or otherwise, regarding any PFRS application or appeal.

10. COVENANT NOT TO SUE

Maietti agrees not to file or initiate a lawsuit in any court, initiate any grievance or arbitration proceeding, or opt into any collective action or class action, asserting any of the Released Claims against any of the Released Parties. Maietti further agrees that he will not permit himself to be a member of any class in any court or in any arbitration proceeding seeking relief against the Released Parties based on claims released by this Agreement, and that even if a court, arbitrator, or government agency rules that he may not waive a claim released by this Agreement, he will not accept or be entitled to any money damages or other relief in connection with any other action or proceeding asserting any of the Released Claims against any of the Released Parties. Nothing herein is intended to or shall interfere with Maietti's right to participate in a proceeding with any appropriate federal, state or local government agency enforcing federal or state laws and/or

cooperating with said agency in its investigation. Maietti, however, shall not be entitled to receive any relief, recovery or monies in connection with any complaint or charge brought against any of the Released Parties, without regard as to who brought any such complaint or charge.

11. NO FAIR LABOR STANDARDS ACT CLAIM

Maietti represents that he is not aware of any facts that would support a claim against any of the Released Parties for unpaid overtime or any other alleged violation of the Fair Labor Standards Act or comparable State or Local laws.

12. MUTUAL NON-DISPARAGEMENT

The Parties agree that they will not make any negative comments or disparaging remarks, in writing, orally or electronically, about each other, including all of the Released Parties. However, nothing in this Agreement shall be interpreted to restrict the Parties rights and obligations (including those of the Released Parties): (i) to testify truthfully in any forum; (ii) to cooperate fully and provide information as requested in any investigation by a governmental agency or commission or as required by law; or (iii) to exercise First Amendment rights to participate in public discourse about public issues unrelated to Maietti's employment with Jersey City/JCPD.

13. NO ADMISSION OF WRONGDOING

The Parties acknowledge that this Agreement does not constitute an admission by Jersey City/JCPD or any of the Released Parties of any of the allegations contained in matters alleged above or of any violation by Jersey City/JCPD of any Federal, State or Local law, Ordinance or Regulation, or of any violation of any policy or procedure, or of any liability or wrongdoing whatsoever. Neither this Agreement nor anything in this Agreement shall be construed to be or shall be admissible in any proceeding as evidence of liability or wrongdoing by Jersey City/JCPD or the Released Parties. This Agreement may be introduced, however, in any proceeding to enforce this Agreement.

14. GOVERNING LAW/CHOICE OF VENUE

This Agreement shall be governed by and conformed in accordance with the laws of the State of New Jersey, without regard to its conflict of law jurisprudence. The Parties agree that the appropriate venue for resolution of any claims arising from this Agreement is the New Jersey Superior Court, Hudson County.

15. COUNTERPARTS

This Agreement may be executed by the Parties in counterparts and each counterpart will be deemed an original.

16. UNDERSTANDING OF AGREEMENT BY MAIETTI

Maietti agrees and represents that:

- o he has read carefully the terms of this Agreement, including the General Release;
- o he has had an opportunity to and has been encouraged to review this Agreement, including the General Release, with an attorney;
- o he understands the meaning and effect of the terms of this Agreement, including the General Release;
- o his decision to sign this Agreement, including the General Release, is of his own free and voluntary act without compulsion of any kind;
- o No promises or inducements, other than those set forth herein, have been made to him; and
- o he has adequate information to make a knowing and voluntary waiver.

17. SEVERABILITY

Should any term or provision of this Agreement be declared illegal, invalid or unenforceable by any court of competent jurisdiction and if such provision cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties.

18. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior and/or supplemental understandings, whether written or oral, between the Parties concerning the subject matter of this Agreement. Maietti acknowledges that he has not relied on any representations, promises or agreements of any kind made to him in connection with the decision to accept the terms of this Agreement, except for the representations, promises and agreements set forth herein. Any modification to this Agreement must be in writing and signed by Maietti and Jersey City's Corporation Counsel.

IN WITNESS WHEREOF, the Parties knowingly and voluntarily executed this Settlement Agreement and General Release as of the date set forth below.

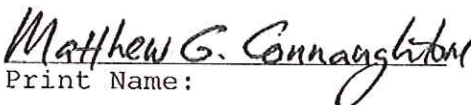
FOR MICHAEL MAIETTI:



Michael Maietti

Dated: 8/13/18

WITNESS:

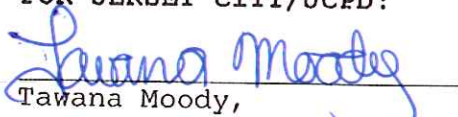


Matthew G. Connaughton

Print Name:

Dated: 8/13/18

FOR JERSEY CITY/JCPD:



Tawana Moody,
Jersey City Police Director

Dated: 8/15/18