

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (“Agreement”) is made and entered into by and between GEORGE PANAGIOTOU, JOAN MASTROFILIPO, BERNARD GUARINO, and JOAO MENDES (individually and collectively referred to as “Plaintiffs”) on their own behalf and on behalf of their respective past and present heirs, successors, assigns, representatives, legal representatives, agents, trustees, executors and administrators and BOROUGH OF LODI, SCOTT LUNA, NICHOLAS MELFI, JR., and MARC SCHRIEKS, (“Defendants”) including all of their agents, former and present elected officials, appointed officials, employees and/or assigns, in their individual and official capacities. Plaintiff and Defendants are collectively referred to herein as “The Parties.”

WHEREAS, on or about June 3, 2024, Plaintiffs filed a Complaint against the Defendants in the Bergen County Superior Court of New Jersey, Docket Number BER-L-3240-24 (the “Complaint”);

WHEREAS, the Complaint alleges that the Defendants violated the New Jersey Civil Rights Act,

WHEREAS, Defendants have filed a Motion to Dismiss the Complaint in lieu of filing an Answer and deny and contest each of the allegations asserted in the Complaint;

WHEREAS, Defendants believe they acted lawfully and properly in all respects and specifically deny any and all liability for the claims alleged by Plaintiffs;

WHEREAS, the Parties desire to settle fully, permanently and finally all differences, actual or potential claims between them, including but not limited to the Complaint and any event relating to, arising out of, or in connection with the claims asserted against the Defendants up to the date of the execution of this Agreement, and to terminate any and all claims which have been or may have been made against Defendants and/or officers, employees, agents, directors and representatives of the Borough, past and present, which settlement shall constitute the good faith settlement of all claims and causes of action which may exist in favor of Plaintiffs against Defendants, except as expressly stated in this Agreement; and

WHEREAS, the Parties have negotiated with the aid of their respective Counsel, and now wish to resolve each of their respective claims and defenses and settle all claims consistent

with the terms of this Agreement as set forth below;

NOW THEREFORE, in consideration of the mutual agreements and releases set forth herein and for additional good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the Parties hereby agree as follows:

1. Settlement payment. Within thirty (30) business days after receipt of by Defendants' counsel, Botta Angeli, LLC, 50 South Franklin Turnpike, Ramsey, NJ 07446, (Natalia R. Angeli, Esq.) of the last of the following: (i) this agreement, fully executed by Plaintiffs, (ii) a fully executed Stipulation of Dismissal With Prejudice, (iii) IRS Form W-9s, **type written** and fully executed by Plaintiffs and their counsel; (iv) Child Support Judgment Search, and (v) completion of Medicare Document; and (vi) Governing Body Approval; Defendant, Borough of Lodi, on behalf of Defendants, will pay the gross amount of SEVENTY-FIVE THOUSAND DOLLARS and NO CENTS (\$75,000.00) (the "Settlement Payment"). Said payment represents full settlement for any alleged damages sought by Plaintiffs in connection to their Complaint, inclusive of attorneys' fees and costs.
 - a. The Settlement Payment will be made payable to: "Attorney Trust Account of Woolson, Anderson & Peach, P.C."
 - b. The Settlement Payment set forth herein and as otherwise referenced in this Agreement, constitutes the full consideration to be paid for the making of this Agreement and the discontinuance with prejudice of the Litigation.
2. Taxation of settlement payment. Plaintiffs agree to pay any amount that may be determined to be due and owing as taxes, interest and penalties arising out of the Settlement Payment received by them herein and described in paragraph 1. Plaintiffs further agree to hold Defendants harmless against, and indemnify Defendants for any taxes, withholding liability, fine, penalty or claim that may be incurred as a result of the Settlement Payment, including without limitation, attorneys' fees, costs and disbursements incurred in prosecuting any such tax- or indemnity-related action.
3. Stipulation of Dismissal. Simultaneous with the execution of this Agreement, Plaintiffs shall cause their counsel to execute an original stipulation of dismissal against Defendants with

prejudice with respect to the action (Docket No. BER-L-3240-24) as well as any other forms or papers necessary to effectuate the prompt discontinuance of the action with prejudice. Said Stipulation of Dismissal shall be held in escrow by Defendants' counsel and not filed until delivery of the Settlement Payment.

4. Dismissal of Municipal Court Summonses. Upon receipt of the Stipulation of Dismissal with Prejudice and execution of this Agreement, the Borough will dismiss all Summonses issued against the Plaintiffs and their campaigns for violations of the Sign Ordinance, including without limitation SC-5450, SC-5451, SC-5452, SC-5453, SC-5454, SC-5456, and SC-5621.
5. Sign Ordinance. The Borough represents that it is in the process of revising the subject sign ordinance and will not enforce the current provisions of §545-16(J) of the Borough Ordinances.
6. No admission of liability. Plaintiffs acknowledge and agree that Defendants and the other Releasees do not admit, and specifically deny, any liability to Plaintiffs, and any wrongdoing or violation of any law, statute, regulation, agreement or policy, and that Defendants are entering into this agreement and providing the payments and benefits set forth herein solely for the purposes of (a) amicably resolving all claims which Plaintiffs had, have or may have against the Releasees; and (b) avoiding the attorneys' fees and other costs that will result from further litigation. Plaintiffs acknowledge and agree that no findings of any kind have been made by any court of law or administrative agency with respect to the validity or merits of any claim asserted by them in the action, and that they are not the prevailing party in any action against any of the Releasees.

7. COMPLETE RELEASE.

- a. For and in consideration of the Settlement Payment provided by Defendants pursuant to this Agreement and other good and valuable consideration, Plaintiffs, for themselves, and their spouse and their attorneys, heirs, dependents, beneficiaries, executors, administrators, successors, and assigns, agrees to

release and forever discharge, and by this instrument do release and forever discharge the Releasees from all Claims of any nature whatsoever, including without limitation all Claims asserted in the Action, whether known or unknown, which Plaintiffs had, have or may have against the Releasees from the beginning of time until the date Plaintiffs execute this Agreement. This Release shall not apply to any claim for breach of this Settlement Agreement.

- b. Plaintiffs promise not to sue Defendants and understands that in executing this Settlement Agreement and General Release (“Agreement”) that they are inter alia releasing any and all claims of retaliation, whistleblowing, unjust dismissal, breach of contract, invasion of privacy, intrusion upon seclusion, defamation, breach of promise, misrepresentation, fraud, negligence, wrongful denial of benefits, intentional or negligent infliction of emotional distress, unlawful discrimination or harassment, including but not limited to those based on age, sex, race, color, religion, genetic status, national origin, citizenship, veteran status, sexual orientation, gender orientations, disability, workers’ compensation union status or any other status protected by applicable law. These include the release of any and all appeals, grievances, actions and claims against the Borough, and its agents, attorneys, officers, directors, commissioners, councilmembers, Mayor, employees, and successors or assigns in any forum, including but not limited to any claims he may have under the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. Sec. 621 et. seq. (ADEA), as further amended by the Older Workers Benefit Protection Act; Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Sec. 2000(e) et. seq. (“Title VII”); the New Jersey Civil Rights Act, N.J.S.A. 10.6-1, et. seq. the Reconstruction Era Civil Rights Act, as amended, 42 U.S.C. Sec. 1981 et. seq. (“CRA” of 1991); the Sarbanes Oxley Act of 2002; the American with Disability Act, 42 U.S.C. Sec. 12101 et seq. (“ADA”), the Family and Medical Leave Act, 29 U.S.C.A. Sec. 2601 et seq. (“FMLA”); the Fair Labor Standards Act, 29 U.S.C. Sec. 201 et seq. (“FLSA”); the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. Sec. 1001 et seq.

(“ERISA”); the Consolidated Omnibus Reconciliation Act of 1985, 29 U.S.C. Sec. 1162, et seq. (COBRA”); the Occupational Safety & Health Act, 29 U.S.C. Sec. 651, et seq.; the Worker Adjustment and Retraining Notification Act (“WARN”), 29 U.S.C. Sec. 2101, et seq.; Executive Order 11246; the anti-retaliation provisions of the False Claims Act, 31U.S.C. Sec. 3730(h), the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq. (“LAD”); the New Jersey Conscientious Employee Protection Act, N.J.S.A. 34:19-1 et seq. (“CEPA”); the New Jersey Family Leave Act, N.J.S.A. 34:11-B-1 et seq. (“FLA”); the New Jersey Freedom from Intimidation Act, N.J.S.A. 34:19-9, et. seq.; the New Jersey Wage & Hour Law, N.J.S.A. 34:11-56a, et seq.; the NJ SAFE Act, N.J.S.A. 34:11C-1 et seq.; New Jersey Public Employees’ Occupational Safety and Health Act (“PEOSHA), N.J.S.A. 34:6A-25 et seq.; the State of New Jersey’s public employment laws, including but not limited to, Title 11A and Title 40A of the New Jersey Statutes and Title 4A of the New Jersey Administrative Code; all express or implied contracts between Employee and the Borough, including any collective bargaining agreement; and the common law doctrines, including any alleged tortious or defamatory conduct; and/or any and all other federal, state or local statutes, laws, rules, ordinances, policies and constitutions.

- c. This release also includes all claims Plaintiffs had, have or may have for, breach of contract (whether express or implied), breach of the covenant of good faith and fair dealing, promissory estoppel, reliance, fraud, misrepresentation, defamation, libel, slander, retaliation, public policy, interference with contract or prospective economic advantage, intentional or negligent infliction of emotional distress, mental anguish, liquidated damages, punitive damages, and any other common law claims arising from or based upon any conduct occurring up to and including the date of the complete execution of this Agreement.

8. No other claims or lawsuits. Plaintiffs represent that, other than the action, there are no claims pending with any local, state or federal agency or court, any charges, lawsuits,

grievances, arbitrations, or requests for investigation seeking damages on their own behalf against Releasees.

9. Severability. The provisions of this Agreement are severable, and if any part of this Agreement is found by any court to be illegal or unenforceable, the other provisions shall remain fully valid and enforceable.
10. Binding agreement. This Agreement shall be binding upon and inure to the benefit of Defendants and Plaintiffs' heirs, administrators, representatives, executors, parents, successors, affiliates, and assigns.
11. Entire agreement. This Agreement sets forth the entire agreement between the parties, and fully supersedes any and all prior oral or written agreements or understandings between the parties pertaining to the subject matter of this Agreement. This Agreement can be modified, amended or revoked only by express written consent signed by both Plaintiffs and Defendants. Plaintiffs acknowledge that in executing this Agreement, they have not relied on any other representation, statement or promise by the Releasees regarding this Agreement other than those expressly contained herein.
12. Governing law. This Agreement is made and entered into in the State of New Jersey, and shall in all respects be interpreted, enforced and governed under the laws of the State of New Jersey without regard to any principles of conflicts of law. 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 either of the parties.
13. Headings. The headings or titles of the paragraphs contained herein are for guidance purposes only and have no force or effect, nor do they in any way alter the terms or meaning of this agreement.
14. Agreement is knowing and voluntary. Plaintiffs represent and acknowledges that they have read this entire Agreement, fully understands all of its terms and effects, and is entering into this Agreement knowingly, voluntarily,

and of their own free will. Plaintiffs further represents and acknowledges that the Defendants or Defendants' Counsel have not made any representations, statements, promises, inducements, threats or suggestions to influence him to sign this Agreement, except those statements which are expressly set forth herein.

15. Consultation with attorney. Plaintiffs represent and agree that they have been represented in the action by Patricia A. Carragher, Esq. and Randall J. Peach, Esq., independent legal counsel of their own choosing, and that they have had an adequate opportunity to ask any question they may have of their attorneys prior to executing this Agreement, and that their attorneys have answered any questions that they may have.

This Agreement (including all of the pages above) contains a release of all known and unknown claims that Plaintiffs had, have, or may have had. By signing this Agreement, Plaintiffs agree that they are giving up all claims of any kind that they had, have, or may have had against Defendants including, but not limited to, claims asserted in his Complaint. This includes all claims that he had, has, or may have had as of the date they sign this Agreement, whether or not they know about those claims. By signing below, Plaintiffs also acknowledge and represent that they understands this Agreement; and that they are voluntarily entering into and agreeing to this Agreement.

*** SIGNATURES APPEARS ON NEXT PAGE ***

George Panagiotou
Sworn to before me on this 18th
day of January, 2025.
Jeremy Flores
Notary Public

JEREMY FLORES
Commission # 50226292
Notary Public, State of New Jersey
My Commission Expires
September 30, 2029

Joan Mastrofilipo
Sworn to before me on this 21
day of January, 2025.
Carlos Mercado

CARLOS S MERCADO-ALVARADO
Commission # 50214654
Notary Public, State of New Jersey
My Commission Expires
October 08, 2028

Notary Public

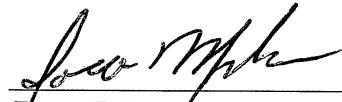


Bernard Guarino

Sworn to before me on this 24
day of January, 2025.

Joelyn Ortega
Notary Public

JOCELYN ORTEGA-PEREZ
Commission # 50227786
Notary Public, State of New Jersey
My Commission Expires
December 04, 2029



Joao Mendes

Sworn to before me on this 18th
day of January, 2025.

Jeremy Flores
Notary Public

JEREMY FLORES
Commission # 50226292
Notary Public, State of New Jersey
My Commission Expires
September 30, 2029