

Exhibit “A”

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Agreement”) is entered into as of the 28th day of October, 2025 (the “Effective Date”) between Richard D. Trenk, Esq. (“Trenk”), Trenk Isabel Siddiqui & Shahdanian P.C. (“TISS”), Township of West Orange (the “Township”), and Township Council of Township of West Orange (the “Township Council”), and Mayor Susan B. McCartney the (“Mayor”). Trenk and TISS shall be referred to collectively as the “Trenk Parties.” The Township and the Council shall be referred to collectively as the “Township Parties”;

WHEREAS, on July 24, 2023, the Mayor filed an action entitled *In the Matter of West Orange* with the Superior Court of New Jersey, Essex County, Docket No. ESX-L-4687-23 (the “Litigation”) by way of a Verified Complaint and an Order to Show Cause seeking 1) to declare Resolution 232-23 adopted by the Township Council on June 13, 2023, unlawful and adjudging it to be invalid and without any force or effect; 2) to declare that Richard D. Trenk, Esq. is and remains the Township Attorney for the Township of West Orange, entitled to perform all work necessary to that role, including the management of the Law Department, and being entitled to remuneration in accordance with the salary ordinance, Township Billing Guidelines, and his professional services contract for 2022; and 3) to compel the Township Council to adopt a resolution awarding Richard D. Trenk, Esq. a professional services contract for 2023 for the role of Township Attorney (“First OTSC”). The Mayor has been, and is, represented by Scott Salmon, Esq.;

WHEREAS, the Township Council has been, and is, represented by Angelo J. Genova, Esq. of Genova Burns LLC;

WHEREAS, the Trenk Parties have been represented by Christopher Gengaro, Esq.;

WHEREAS, on July 25, 2023 the Honorable Annette Scoca, Judge of the Superior Court, (“Judge Scoca”) entered a Temporary Restraining Order (the “TRO”) for the Mayor’s First OTSC in the Litigation;

WHEREAS, after briefing and argument, on or about March 19, 2024, Judge Scoca entered an Order for a Preliminary Injunction and written Opinion (the “PI Order”);

WHEREAS, the Township Council filed a Motion for Leave to Appeal the PI Order which was denied; and

WHEREAS, the Township Council filed a Counterclaim and Third-Party Complaint in the Litigation against the Mayor and the Trenk Parties;

WHEREAS, on January 15, 2025, the Mayor filed a subsequent Order to Show Cause seeking 1) to invalidate Resolution 24-25 adopted by the Council on January 6, 2025; and 2) to enjoin the Township Council from executing a contract for the retention of Stephen E. Trimboli, Esq. from The Chilla Business Counsel, LLC as set forth in Resolution 24- 25 (“Second OTSC”);

WHEREAS, on January 15, 2025 the Honorable Annette Scoca, Judge of the Superior Court, (“Judge Scoca”) entered a Temporary Restraining Order (the “TRO”) for the Second OTSC;

WHEREAS, after briefing and argument, on or about March 31, 2025, Judge Scoca entered an Order denying the Township Council’s Motion to Dissolve the Temporary Restraints;

WHEREAS, the parties desire to resolve this Litigation in order to avoid further expense and delay;

WHEREAS, in accordance with Trenk’s letter dated January 6, 2025, Trenk will retire from his position as Township Attorney effective upon (i) approval and execution of this Agreement and (ii) appointment by the Mayor and approval of the Township Council of a new Township Attorney (the “Resignation Date”);

WHEREAS, the Mayor, Township Council, Trenk, and TISS shall be referred to collectively as Parties;

NOW, THEREFORE, based on the foregoing premises all of which are hereby incorporated into this Agreement as material terms, and for the mutual promises and covenants set forth herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by all the Parties, the Parties agree as follows:

1. **TRENK RESIGNATION:** Following the Resignation Date, the new Township Attorney, Business Administrator and TISS/Trenk will coordinate as to a reasonable transition of all active matters in accordance with the Rules of Professional Conduct concerning all legal matters involving the Township of West Orange. The new Township Attorney shall determine if there are any matters, including but not limited to any and all matters where the West Orange Municipal Budget is the payor for fees and expenses, as well as any Garden State Municipal Joint Insurance Fund matters, that should remain with TISS for economic or other reasons. For any new Township legal matters that the new Township Attorney determines should be handled by TISS, a Resolution for a professional services contract shall be presented by the Mayor and subject to approval by the Township Council if required by applicable law. All work performed by Trenk and TISS during the transition period must be reasonable and performed in the best interest of the Township.

2. **DISMISSAL OF PENDING LITIGATION:** Upon the Effective Date, the Litigation, including all claims, counterclaims, third party claims and defenses, shall be dismissed with prejudice and without costs. Furthermore, upon the Effective Date, the orders entered by Judge Scoca in the First OTSC and Second OTSC shall have no prospective effect.

Notwithstanding the foregoing, any party may seek to enforce the provisions of this Agreement herein.

3. **OUTSTANDING FEES/EXPENSES TO BE PAID:** The Township agrees to pay the Trenk Parties any and all outstanding legal fees and expenses that have been accrued, or which will in the future accrue subject to the terms of this Agreement and the Township's right to review such fees and expenses consistent with applicable law. To the extent that the Township or the Council fails to approve and pay such fees and expenses to the Trenk Parties within sixty (60) days of the Trenk Parties' submission of detailed invoices consistent with past practices, the parties agree that upon letter application, without necessity of a formal motion, and upon submission of each parties' position, Judge Scoca shall make a final determination as to the reasonableness of the fees and expenses. Judge Scoca's determination shall be binding on all the parties, final and non-appealable. In the event that Judge Scoca is unavailable, then the Judge who is designated for this Litigation shall handle these matters in accordance herewith. The Trenk Parties fully preserve all rights to be paid for all fees and expenses from the Garden State Joint Insurance Fund.

4. **MUTUAL RELEASES:**

(a) **The Trenk Parties' Release.** The Trenk Parties, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by this release, does for itself, its past and present affiliates, subsidiaries, owners, officers, directors, employees, heirs, executors, agents, representatives, administrators, insurers, attorneys, successors and assigns, hereby remise, release and forever discharge the Township Parties (including Mayor Susan McCartney in her capacity as Mayor and individually, and the Township Council collectively, in their capacity as Councilmembers and individually), and their respective past and present board members, owners, members, officers, directors, employees, agents, representatives,

administrators, subsidiaries, insurers, attorneys, successors and assigns, of and from all actions, causes of action, suits, debts, accounts, bonds, covenants, contracts, controversies, promises, damages, claims for contractual and/or statutory and/or other attorneys' fees and/or interest, judgments, executions, claims, liens, right to lien and demands whatsoever, in law or in equity, which the Trenk Parties hereafter can, shall, or may have against the Township Parties, arising out of or related in any way to any contract (written, express or implied by law), tort, lien, liability, fraud, matter, cause, fact, thing, attorneys' fees and expenses, act or omission whatsoever, including any and all claims that were made or could have been made or which could have been asserted, from the beginning of the world to the date of this Agreement (the "Trenk Released Claims") provided, however, that the Trenk Released Claims shall not include the Trenk Parties' right to legal fees and expenses as set forth herein, or any other rights preserved by this Agreement, all of which shall not be deemed to be released, and further provided that no former Councilmember shall be deemed to be released by the Trenk Parties from any claims in his or her individual capacity.

(b) *The Township Parties' Release.* The Township Parties, including Mayor Susan McCartney in her capacity as Mayor and individually, and the Township Council collectively, in their capacity as Councilmembers and individually (the "Township Party Releasers"), in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by this release, does for itself, its past and present affiliates, subsidiaries, owners, officers, directors, employees, heirs, executors, agents, representatives, administrators, insurers, attorneys, successors and assigns, hereby remise, release and forever discharge the Trenk Parties, and their respective past and present board members, owners, members, officers, directors, employees, agents, representatives, administrators, subsidiaries, insurers, attorneys, successors and assigns, of

and from all actions, causes of action, suits, debts, accounts, bonds, covenants, contracts, controversies, promises, damages, claims for contractual and/or statutory and/or other attorneys' fees and/or interest, judgments, executions, claims, liens, right to lien and demands whatsoever, in law or in equity, which the Township Party Releasors hereafter can, shall, or may have against the Trenk Parties, arising out of or related in any way to any contract (written, express or implied by law), tort, lien, liability, fraud, matter, cause, fact, thing, attorneys' fees and expenses, act or omission whatsoever, including any and all claims that were made or could have been made or which could have been asserted, from the beginning of the world to the date of this Agreement (the "Township Released Claims") provided, however, that the Township Released Claims shall not include any rights preserved by this Agreement, which shall not be deemed to be released, and further provided that none of the Trenk Parties shall be deemed to be released by former Councilmembers from any claims in his or her individual capacity.

(c) The Mayor's Release. The Mayor, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by this release, does for itself, its past and present affiliates, subsidiaries, owners, officers, directors, employees, heirs, executors, agents, representatives, administrators, insurers, attorneys, successors and assigns, hereby remise, release and forever discharge the Township Council (collectively, in their capacity as Councilmembers and individually), and their respective past and present board members, owners, members, officers, directors, employees, agents, representatives, administrators, subsidiaries, insurers, attorneys, successors and assigns, of and from all actions, causes of action, suits, debts, accounts, bonds, covenants, contracts, controversies, promises, damages, claims for contractual and/or statutory and/or other attorneys' fees and/or interest, judgments, executions, claims, liens, right to lien and demands whatsoever, in law or in equity, which the Mayor hereafter can, shall, or may have against

the Township Council, arising out of or related in any way to any contract (written, express or implied by law), tort, lien, liability, fraud, matter, cause, fact, thing, attorneys' fees and expenses, act or omission whatsoever, including any and all claims that were made or could have been made or which could have been asserted, from the beginning of the world to the date of this Agreement (the "Mayor's Claims") provided, however, that the Mayor's Claims shall not include any rights preserved by this Agreement, which shall not be deemed to be released.

(d) The Township Council's Release. The Township Council, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by this release, does for itself, its past and present affiliates, subsidiaries, owners, officers, directors, employees, heirs, executors, agents, representatives, administrators, insurers, attorneys, successors and assigns, hereby remise, release and forever discharge the Mayor, and their respective past and present board members, owners, members, officers, directors, employees, agents, representatives, administrators, subsidiaries, insurers, attorneys, successors and assigns, of and from all actions, causes of action, suits, debts, accounts, bonds, covenants, contracts, controversies, promises, damages, claims for contractual and/or statutory and/or other attorneys' fees and/or interest, judgments, executions, claims, liens, right to lien and demands whatsoever, in law or in equity, which the Township Council hereafter can, shall, or may have against the Mayor, arising out of or related in any way to any contract (written, express or implied by law), tort, lien, liability, fraud, matter, cause, fact, thing, attorneys' fees and expenses, act or omission whatsoever, including any and all claims that were made or could have been made or which could have been asserted, from the beginning of the world to the date of this Agreement (the "Township Council's Claims") provided, however, that the Township Council's Claims shall not include any rights preserved by this Agreement, which shall not be deemed to be released.

5. **EFFECT OF PARTIAL INVALIDITY:** Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms or provisions shall be unaffected thereby, and said illegal or invalid part, term, or provision shall be deemed not to be part of this Agreement.

6. **ENTIRE AGREEMENT:** This Agreement constitutes the complete agreement and understanding between the Parties regarding its subject matter, and may be amended only in a writing signed by all Parties. No representation or promise concerning the terms or conditions of this Agreement exist, other than those expressly set forth in this Agreement.

7. **KNOWING AGREEMENT:** Each of the Parties acknowledges and confirms that they have read this Agreement in its entirety, understand all of its terms, and is entering in this Agreement freely and voluntarily, without coercion or duress.

8. **NO THIRD-PARTY INTERESTS:** The Trenk Parties represent and warrant that no other person or entity has or has had any interest in the claims, demands, obligations, or causes of action related to the claims asserted by the Trenk Parties in this Litigation, including the right to be paid legal fees and expenses; and that the Trenk Parties have the right and authority to sign this Agreement and receive the sums specified in it; and that the Trenk Parties have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Agreement. The Mayor and Council are fully authorized to execute this Agreement and bind the Township and the Council.

9. **ENFORCEMENT:** In the event that any party seeks to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all legal fees and expenses incurred.

10. **OPRA:** This document may be subject to the New Jersey Open Public Records Act N.J.S.A. § 47:1A-1 et seq., and if so, may be subject to disclosure.

11. **JURISDICTION AND GOVERNING LAW:** The Superior Court of New Jersey, Law Division: Essex County shall have exclusive subject matter jurisdiction to adjudicate matters arising out of or in connection with this Agreement. The Parties hereby consent to the exclusive subject matter jurisdiction and personal jurisdiction of such court and waive any right they may otherwise have to challenge the appropriateness of the forum or the venue. This Agreement shall be governed exclusively by and construed exclusively in accordance with the laws of the State of New Jersey without regard for choice of law principles.

12. **COUNTERPARTS:** This Agreement may be executed in counterparts and, if so executed, each such counterpart shall have the force and effect of an original. A facsimile signature, DocuSign signature, or signature scanned and sent by electronic mail shall have the same force and effect as an original signature.

13. **APPROVAL:** The Township Council shall consider and approve this Settlement Agreement at its October ____, 2025 meeting. If the Township Council fails to approve this Agreement at its October ____, 2025 meeting, this Agreement shall be deemed null and void, and the Litigation shall be reinstated, with all parties rights, remedies and defenses preserved And nothing contained in this Agreement shall be deemed an admission or admissible with regard to any pending or future litigation between the parties.

[Signatures on Next Page]

In witness whereof, the parties have executed this Agreement as of the day and date first written above.

**TOWNSHIP OF WEST ORANGE
TOWNSHIP COUNCIL**

**TRENK ISABEL SIDDIQI &
SHAHDANIAN P.C.**

JOE KRAKOVIAK, Council President
and Individually

By: _____
RICHARD D. TRENK

RICHARD D. TRENK, Individually

JOYCE RUDIN

SUSAN SCARPA

MICHELLE CASALINO

TOWNSHIP OF WEST ORANGE

By: _____
MAYOR SUSAN McCARTNEY

WITNESSED:

KAREN CARNEVALE,
Municipal Clerk