

RECEIVED

DEC 30 2021

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MADDEN & MADDEN

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ROBIN J. GOTTILLA
DAVID E. MADDEN "

JAMES J. MADDEN
OF COUNSEL

* RULE 1:40 QUALIFIED MEDIATOR
† CERTIFIED BY THE SUPREME COURT
OF NEW JERSEY AS A CIVIL TRIAL
ATTORNEY
* MEMBER OF NJ AND PA BAR
* MEMBER OF NJ AND NY BAR

December 20, 2021

Kristi Hanselmann, Mayor
Township of Mullica
P.O. Box 317
4528 White Horse Pike
Elwood, NJ 08217

RE: DAWN MARIE STOLLENWERK AND KIMBERLY JOHNSON V. TOWNSHIP OF MULLICA, ET AL.
Claim Number: QM-1642

Dear Mayor Hanselmann:

I am enclosing herewith the originally executed settlement agreements for your records.

Thank you very much.

Very truly yours,

MADDEN & MADDEN, P.A.

/s/ Patrick J. Madden

Patrick J. Madden, Esquire

PJM:da

Enclosure

cc: Michael Halbherr (QM-1642) -- via email

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is made and entered into as of this 03 day of DECEMBER 2021, 2020, between KIMBERLY JOHNSON (referred to herein as "JOHNSON"), plaintiff in that certain civil action (the "Civil Action") pending in the SUPERIOR COURT OF NEW JERSEY, LAW DIVISION, ATLANTIC COUNTY, and captioned DAWN MARIE STOLLENWERK AND KIMBERLY JOHNSON v. MULLICA TOWNSHIP, CHRISTOPHER SILVA, BRIAN ZECK, Docket No. ATL-L-995-20, on the one hand, and the TOWNSHIP OF MULLICA on the other hand.

By means of this Agreement, JOHNSON intends to fully and unconditionally release any and all claims she, her heirs, administrators, executors, personal representatives, beneficiaries, and assigns may have against MULLICA TOWNSHIP, CHRISTOPHER SILVA, BRIAN ZECK (referred to herein collectively as the "MULLICA TOWNSHIP DEFENDANTS"), and each of the MULLICA TOWNSHIP DEFENDANTS' affiliates, predecessors, successors, parents, subsidiaries, divisions, assigns, officers, directors, shareholders, representatives, employees, former employees, current and former elected officials, insurers, attorneys, consultants and agents, (collectively referred to as "Releasees"), the remaining terms of which Agreement are now fully set forth in Paragraphs I through XVII below.

I. Consideration

In consideration of the following payments, and other warrants, agreements and representations, and other good and valuable consideration as further expressed within this Agreement, JOHNSON gives the releases, covenants, representations, and warranties stated herein.

Upon the complete execution of this Agreement and the ratification of same by the Governing Body of Mullica Township, Mullica Township shall pay or cause to be paid to JOHNSON the sum total of one hundred seventy five thousand dollars (\$175,000.) in the form of the following checks in the following amounts on the following dates:

- Kim Johnson - \$74,560.29, payable as follows:
 - \$20,000, payable within thirty (30) days of full execution and approval by the Governing Body of Mullica Township.
 - \$25,000, payable no later than June 1, 2022.
 - \$29,560.29, payable no later than June 1, 2023.
 - If JOHNSON predeceases any payment to be made herein, the payments as set forth above shall continue to be paid to her estate.
- Burnham Law Group \$60,512.69, payable within thirty (30) days of full execution and approval by the Governing Body of Mullica Township.
- Douglass Law Group - \$39,927.03, payable within thirty (30) days of full execution and approval by the Governing Body of Mullica Township.

II. Agreement Respecting JOHNSON's Retirement

a. JOHNSON's Retirement.

As further consideration for this Agreement, JOHNSON shall irrevocably retire from MULLICA TOWNSHIP, with an effective retirement date of June 01, 2023. Johnson shall file her PERS application by April 1, 2023 for her retirement on June 1, 2023. MULLICA TOWNSHIP shall not object to JOHNSON's application for retirement benefits with the Division of Pensions and Benefits. While this Agreement is not contingent upon the Division of Pensions and Benefits' treatment of JOHNSON's application for retirement benefits, the Parties agree that, to the extent that JOHNSON's pension benefit is reduced due to JOHNSON's leave period as set forth below or for any other provision set forth in this Agreement, MULLICA TOWNSHIP shall pay to JOHNSON the difference in an amount not to exceed \$15,825.59 no later than twelve (12) months following notification from JOHNSON with appropriate documentation from PERS evidencing the reduction of JOHNSON's pension benefit due to either JOHNSON's leave period or for any other provision of this Agreement. Plaintiff hereby agrees and recognizes that her employment relationship with the Defendant will be permanently and irrevocably severed as of June 1, 2023, and that the Defendant does not have any obligation, contractual or otherwise, to hire, rehire, or reemploy Plaintiff for the next ten (10) years. Along those lines, for ten (10) years from the date of retirement, Plaintiff shall not apply for employment with the Defendant. During such ten (10) year period, if such an application is made it shall be disregarded by the Defendant, without any legal recourse by Plaintiff.

b. JOHNSON's Receipt of Retirement Health Insurance Benefits.

MULLICA TOWNSHIP agrees that, as of the date of her retirement on June 01, 2023, JOHNSON will have completed thirty-six (36) years and eight (8) months of service with MULLICA TOWNSHIP, such that JOHNSON will be entitled to and shall receive all medical,

health, prescription, dental and vision benefits upon retirement. Such benefits shall be continually paid by the Township, subject to any contribution required by Chapter 78 or any other state or federal law. All benefits received in retirement shall be the benefits provided to current employees and not the benefits in effect at the time of retirement. JOHNSON shall not be permitted to add dependents after the time of retirement. JOHNSON shall be entitled to any reimbursement for Medicare premiums, for the employee and her spouse as to cost only, as outlined in her current contract of employment.

■ [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Year	Salary
2021	\$79,789.00 + planning board \$4,726.00 + \$1000 for Community Events Co-Coordinator

2022 \$82,980.00 + planning board \$4,726.00+\$1000 for Community Events Co-Coordinator

2023 \$86,300.00 + planning board \$4,726.00+\$1000 for Community Events Co-Coordinator

For sake of clarity, Johnson shall receive her salary or stipend for the Planning Board Secretary/Clerk and Community Events Co-Coordinator for 2021 through her date of retirement.

If JOHNSON predeceases any payment to be made herein, the payments as set forth above shall continue to be paid to her estate.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

d. Reimbursement of JOHNSON's unused sick, vacation and personal days.

In conjunction with JOHNSON's retirement and/or resignation from MULLICA TOWNSHIP, JOHNSON shall be reimbursed and paid her unused sick, vacation and personal days, as set forth below.

	<u>Days</u>	<u>Value</u>
Banked Vacation	36.50	\$12,115.81
Banked Sick	119.50	\$39,666.83
Compensatory Time	0.00	\$0.00
Sick	24.00	\$7,966.56
Current Vacation	<u>49.70</u>	<u>\$16,497.42</u>
Total	229.70	\$76,246.62

Said payment of \$76,246.62 shall be made in 24 bi-weekly payments through payroll beginning on June 1, 2023. Other than this reimbursement, and the consideration to be paid as set forth in Section I, JOHNSON shall seek nothing further from the TOWNSHIP OF MULLICA. If JOHNSON predeceases any payment to be made herein, the payments as set forth above shall continue to be paid to her estate.

If JOHNSON dies prior to payment of her unused sick, vacation, personal and salary, the payment(s) shall be made to her estate.

III. Covenant to Not Pursue Further Legal Action

JOHNSON hereby covenants and agrees that the Civil Action shall be dismissed with prejudice and without costs. JOHNSON shall take no further action against Releasees based upon the matters set forth within JOHNSON's pleadings and/or based upon any other cause of action that JOHNSON may have stemming or originating from JOHNSON's employment with the TOWNSHIP OF MULLICA.

IV. General Release

Whereas JOHNSON brought the Civil Action alleging damages for claims as set forth in her pleadings in the Civil Action, including, but not limited to, claims for pain and suffering, embarrassment and humiliation, as well as emotional distress, and in consideration for the terms and conditions set forth herein, JOHNSON, and her heirs, successors and assigns, hereby

voluntarily waives, generally releases and discharges Releasees from any and all rights or claims that JOHNSON may have against Releasees, for any and all reasons, including, but not limited to, claims of employment discrimination, retaliation or harassment with regards to any alleged protected category, status or class, including but not limited to political affiliation, political activity, age, sex, religion, race, disability, familial status or national origin, breach of contract, wrongful resignation, retaliation, hostile work environment, wrongful discharge, intentional and/or negligent infliction of emotional distress, defamation, libel, slander, personal injury, lost wages, and any other economic and/or non-economic damages whatsoever for anything that has happened from the beginning of time to the date that this document is executed. JOHNSON specifically waives any claims which were or could have been set forth in the Civil Action, as well as any rights that JOHNSON may have under:

- Title VII of the Civil Rights Act of 1964, as amended;
- The Civil Rights Act of 1991;
- Sections 1981-1988 of Title 42 of the United States Code, as amended;
- The Employment Retirement Income Security Act of 1974, as amended;
- The Immigration Reform and Control Act, as amended;
- The Americans with Disabilities Act of 1990, as amended;
- The Age Discrimination in Employment Act of 1967, as amended;
- The Workers' Adjustment and Retraining Notification Act, as amended;
- The Occupational Safety and Health Act, as amended;
- The Older Workers Benefits Protection Act;
- The Equal Pay Act;
- The Family Medical Leave Act
- The Fair Labor Standards Act;
- The New Jersey Law Against Discrimination;
- The New Jersey Family Leave Act;
- The New Jersey State Wage and Hour Law;
- The New Jersey and Federal Conscientious Employee Protection Acts;
- The New Jersey Equal Pay Law;
- Individuals with Disabilities Education Act;
- Any other federal, state or local civil or human rights law or any other local, state or federal law, regulation or ordinance;
- Any public policy, contract, tort or common law; or
- Any allegation for costs, fees or other expenses including attorney's fees incurred in the lawsuit or in any of these matters,

that she, her heirs, administrators, executors, personal representatives, beneficiaries, and assigns may have against Releasees for compensatory or punitive damages or other legal or equitable relief of any type or description. These claims shall be referred to as the "Released Claims."

V. Release Includes Unknown Claims

- A. JOHNSON understands and agrees that the Released Claims are intended to and do include any and all claims of every nature and kind whatsoever (whether known, unknown, suspected, or unsuspected and whether pursuant to any law or cause of action presently in

effect or which may be enacted or created in the future) which she has or may have against the Releasees, individually or collectively.

- B. JOHNSON further acknowledges that she may hereafter discover facts different from or in addition to those which she now knows or believes to be true with respect to the Released Claims and agrees that, in such event, this Agreement shall nevertheless be and remain effective in all respects, notwithstanding such different or additional facts, or the discovery thereof.
- C. JOHNSON represents and acknowledges (i) that she and her attorneys have conducted whatever investigation was deemed necessary by her and her attorneys to ascertain all facts and matters related to this Agreement; (ii) that she has consulted with and received advice from legal counsel concerning this Agreement; and (iii) that she is not relying in any way on any statement or representation by Releasees or their attorneys, except as expressly stated herein, in reaching her decision to enter into this Agreement.

VI. No Assignment or Transfer of Released Claims

JOHNSON represents and warrants that as of the Effective Date, JOHNSON has not assigned, transferred, or hypothecated, or purported to assign, transfer, or hypothecate, to any person, firm, corporation, association, or entity whatsoever any of the Released Claims. JOHNSON hereby agrees to indemnify and hold harmless Releasees against, without limitation, any and all rights, claims warranties, demands, debts, obligations, liabilities, costs, expenses (including attorneys' fees), causes of action, and judgments based on, arising out of, or connected with any such transfer, assignment, or hypothecation, or purported transfer, assignment, or hypothecation.

VII. No Admission of Liability

JOHNSON understands and agrees that this Agreement is a release of disputed claims and does not constitute an admission of liability on the part of Releasees as to any matters whatsoever and that Releasees merely intend by this Agreement to avoid further litigation and buy their peace.

VIII. Tax Consequences

The Parties acknowledge that this settlement is not conditioned or contingent upon the tax consequences, or lack thereof, associated with JOHNSON's receipt of the settlement proceeds discussed above. Further, JOHNSON understands and agrees that Releasees have not withheld any amount from the agreed upon payment made in Section I for federal, state, or local taxes or other withholdings. JOHNSON agrees that she shall be liable for any damage, loss, liability, or expense, including penalties, interests, and attorneys' fees, arising out of any actions, suits, proceedings, demands, judgments, or other loss resulting from any action, of any nature whatsoever, to require any party to pay any such taxes or other withholdings which arise from the payment made hereunder.

JOHNSON further agrees to indemnify the Defendants and hold them harmless from the assessment of any taxes owed by her (along with interest, penalties or other liabilities, including attorneys' fees, related to these taxes) and for any taxes arising out of or with respect to the Settlement Payment in Section I.

IX. Modification

No provision of this Agreement may be changed, altered, modified or waived except in writing signed by JOHNSON and a duly authorized representative of MULLICA TOWNSHIP, which writing shall specifically reference this Agreement and the provision which the parties intend to waive or modify.

X. Dismissal

Contemporaneously with the execution of this Agreement, JOHNSON and MULLICA TOWNSHIP, through their respective counsel, shall execute the Stipulations of Dismissal, copies of which are appended hereto as Exhibit A, which shall be filed promptly in the Court in which the Civil Action is pending following disbursement of those amounts set forth in Section I. Nevertheless, the Parties acknowledge that the Court retains jurisdiction over this matter to enforce any of the terms of this Settlement Agreement.

XI. Severability

In the event any provision of this Agreement should be held to be unenforceable, each and all of the other provisions of this Agreement shall remain in full force and effect.

XII. Attorneys' Fees, Costs and Expenses

JOHNSON understands and agrees that the aforesaid payments to her include and encompass therein any and all claims with respect to attorneys' fees, costs, and expenses for or by any and all attorneys who have represented her or with whom she has consulted or who have done anything in connection with the Civil Action and/or the Released Claims.

XIII. Entire Agreement

The parties hereto acknowledge that this Agreement constitutes a full, final, and complete settlement of their differences and supersedes and replaces any and all other written or oral exchanges, agreements, understandings, arrangements, or negotiations between or among them relating to the subject matter hereof, and affirmatively state that there are no other prior or contemporaneous agreements, exchanges, representations, arrangements, or understandings, written or oral, between or among them relating to the subject matter hereof other than that as set forth herein, and that this Agreement contains the sole and entire Agreement between them with respect to the subject matter hereof. The parties hereto further acknowledge and agree that language proposed for, deleted from, or otherwise changed in the various drafts of this Agreement but not included herein shall not be considered in any way in the interpretation and application of this Agreement and shall not in any way affect the rights and obligations of the parties hereto.

XIV. Understanding

JOHNSON acknowledges and represents that she has read this Agreement in full and, with advice of counsel, understands and voluntarily consents and agrees to each and every provision contained herein.

XV. Applicable Law and Mutual Submission to Jurisdiction

This Agreement shall be construed and enforced according to the laws of the State of New Jersey. JOHNSON agrees to submit any and all disputes arising out of or based on this Agreement to the jurisdiction of the courts of the State of New Jersey.

XVI. EMPLOYEE RIGHTS UNDER THE OLDER WORKERS BENEFIT PROTECTION ACT

JOHNSON acknowledges that she has been afforded twenty-one (21) days to consider this Agreement and General Release. If JOHNSON elects not to take the twenty-one (21) days to consider this Agreement and General Release, she acknowledges that she has done so voluntarily and with the full understanding that she is waiving her statutory right to do so. If she chooses to execute this Agreement and General Release, JOHNSON has the right to revoke her acceptance at any time within seven (7) days of the date on which she signed the Agreement and General Release. Any revocation within the applicable seven (7) day period must be signed and submitted in writing and received within the revocation period to Madden and Madden, attn.: Patrick J. Madden, 108 Kings Highway East, PO Box 210 Haddonfield, NJ 08033 and state, "I hereby revoke my acceptance of our Agreement and General Release." This revocation period is referred to elsewhere within this Agreement as the "Revocation Period". If you decide to revoke this Agreement, the revocation shall make this Agreement and its terms and conditions null and void and shall be deemed effective on the date received by Mr. Madden.

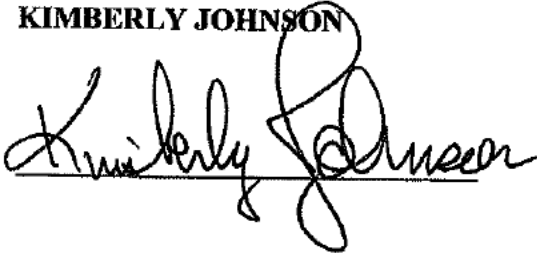
XVII. Counterparts Acceptable

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

SIGNATURES FOLLOW

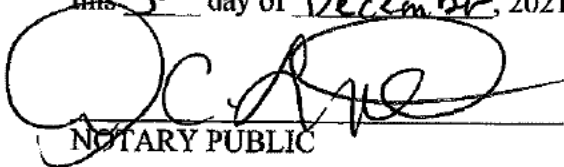
IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date shown below.

KIMBERLY JOHNSON



Date: 12.3.21

Sworn to and subscribed to before me on this 3rd day of December, 2021.


NOTARY PUBLIC

ANN C. LUPINETTI
Notary Public, State of New Jersey
My Commission Expires October 25, 2022

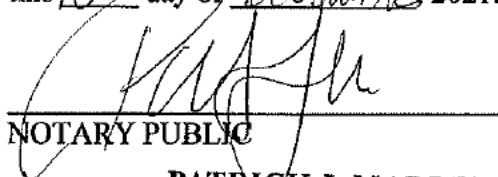
TOWNSHIP OF MULLICA

By: Kristi Husemann

Date: 12/10/2021

Title: Mayor

Sworn to and subscribed to before me on this 10 day of DECEMBER, 2021.


NOTARY PUBLIC

PATRICK J. MADDEN, ESQ.
MADDEN & MADDEN
PO BOX 210
HADDONFIELD, NJ 08033

EXHIBIT A

PATRICK J. MADDEN, ESQUIRE – ID 019781996
MADDEN & MADDEN, P.A.
108 KINGS HIGHWAY EAST - SUITE 200
POST OFFICE BOX 210
HADDONFIELD, NEW JERSEY 08033
TEL: (856) 428-9520
Attorney for Defendants, Mullica Township and Christopher Silva

DAWN MARIE STOLLENWERK AND
KIMBERLY JOHNSON

Plaintiff(s),

v.

MULLICA TOWNSHIP, CHRISTOPHER
SILVA, BRIAN ZECK AND JOHN DOES
1-5 and 6-10,

Defendant(s).

SUPERIOR COURT OF NEW JERSEY
ATLANTIC COUNTY
LAW DIVISION

DOCKET NO: ATL-L-000995-20

CIVIL ACTION

STIPULATION OF DISMISSAL
WITH PREJUDICE

The matter in difference in the above-entitled action having been amicably adjusted by and between the parties, it is hereby stipulated and agreed that the same be and is hereby dismissed with prejudice and without costs.

BURNHAM DOUGLASS

Dated: December 06, 2021

By:

Philip S. Burnham

Philip S. Burnham, II, Esquire
Counsel for Plaintiffs

MADDEN & MADDEN, P.A.

Dated:

By:

Patrick J. Madden
Patrick J. Madden, Esquire
Counsel for Defendants,
Mullica Township and Christopher Silva

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is made and entered into as of this 03 day of DECEMBER 2021, 2020, between DAWN STOLLENWERK (referred to herein as "STOLLENWERK"), plaintiff in that certain civil action (the "Civil Action") pending in the SUPERIOR COURT OF NEW JERSEY, LAW DIVISION, ATLANTIC COUNTY, and captioned DAWN MARIE STOLLENWERK AND KIMBERLY JOHNSON v. MULLICA TOWNSHIP, CHRISTOPHER SILVA, BRIAN ZECK, Docket No. ATL-L-995-20, on the one hand, and the TOWNSHIP OF MULLICA on the other hand.

By means of this Agreement, STOLLENWERK intends to fully and unconditionally release any and all claims she, her heirs, administrators, executors, personal representatives, beneficiaries, and assigns may have against MULLICA TOWNSHIP, CHRISTOPHER SILVA, BRIAN ZECK (referred to herein collectively as the "MULLICA TOWNSHIP DEFENDANTS"), and each of the MULLICA TOWNSHIP DEFENDANTS' affiliates, predecessors, successors, parents, subsidiaries, divisions, assigns, officers, directors, shareholders, representatives, employees, former employees, current and former elected officials, insurers, attorneys, consultants and agents, (collectively referred to as "Releasees"), the remaining terms of which Agreement are now fully set forth in Paragraphs I through XVI below.

I. Consideration

In consideration of the following payments, and other warrants, agreements and representations, and other good and valuable consideration as further expressed within this Agreement, STOLLENWERK gives the releases, covenants, representations, and warranties stated herein.

Upon the complete execution of this Agreement and the ratification of same by the Governing Body of Mullica Township, Mullica Township shall pay or cause to be paid to STOLLENWERK the sum total of ninety thousand dollars (\$90,000.) in the form of the following checks in the following amounts on the following dates:

- DAWN STOLLENWERK - \$49,377.85.
 - If STOLLENWERK predeceases any payment to be made herein, the payments as set forth above shall continue to be paid to her estate.
- Burnham Law Group \$24,622.15, payable within thirty (30) days of full execution and approval by the Governing Body of Mullica Township.
- Douglass Law Group - \$ \$16,000.00.

Said payments shall be made within thirty (30) days of full execution and approval by the Governing Body of Mullica Township.

II. Covenant to Not Pursue Further Legal Action

STOLLENWERK hereby covenants and agrees that the Civil Action shall be dismissed with prejudice and without costs. STOLLENWERK shall take no further action against Releasees based upon the matters set forth within STOLLENWERK's pleadings and/or based upon any other

cause of action that STOLLENWERK may have stemming or originating from STOLLENWERK's employment with the TOWNSHIP OF MULLICA.

III. General Release

Whereas STOLLENWERK brought the Civil Action alleging damages for claims as set forth in her pleadings in the Civil Action, including, but not limited to, claims for pain and suffering, embarrassment and humiliation, as well as emotional distress, and in consideration for the terms and conditions set forth herein, STOLLENWERK, and her heirs, successors and assigns, hereby voluntarily waives, generally releases and discharges Releasees from any and all rights or claims that STOLLENWERK may have against Releasees, for any and all reasons, including, but not limited to, claims of employment discrimination, retaliation or harassment with regards to any alleged protected category, status or class, including but not limited to political affiliation, political activity, age, sex, religion, race, disability, familial status or national origin, breach of contract, wrongful resignation, retaliation, hostile work environment, wrongful discharge, intentional and/or negligent infliction of emotional distress, defamation, libel, slander, personal injury, lost wages, and any other economic and/or non-economic damages whatsoever for anything that has happened from the beginning of time to the date that this document is executed. STOLLENWERK specifically waives any claims which were or could have been set forth in the Civil Action, as well as any rights that STOLLENWERK may have under:

- Title VII of the Civil Rights Act of 1964, as amended;
- The Civil Rights Act of 1991;
- Sections 1981-1988 of Title 42 of the United States Code, as amended;
- The Employment Retirement Income Security Act of 1974, as amended;
- The Immigration Reform and Control Act, as amended;
- The Americans with Disabilities Act of 1990, as amended;
- The Age Discrimination in Employment Act of 1967, as amended;
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- The Occupational Safety and Health Act, as amended;
- The Older Workers Benefits Protection Act;
- The Equal Pay Act;
- The Family Medical Leave Act
- The Fair Labor Standards Act;
- The New Jersey Law Against Discrimination;
- The New Jersey Family Leave Act;
- The New Jersey State Wage and Hour Law;
- The New Jersey and Federal Conscientious Employee Protection Acts;
- The New Jersey Equal Pay Law;
- Individuals with Disabilities Education Act;
- Any other federal, state or local civil or human rights law or any other local, state or federal law, regulation or ordinance;
- Any public policy, contract, tort or common law; or
- Any allegation for costs, fees or other expenses including attorney's fees incurred in the lawsuit or in any of these matters,

that she, her heirs, administrators, executors, personal representatives, beneficiaries, and assigns may have against Releasees for compensatory or punitive damages or other legal or equitable relief of any type or description. These claims shall be referred to as the "Released Claims."

IV. Release Includes Unknown Claims

- A. STOLLENWERK understands and agrees that the Released Claims are intended to and do include any and all claims of every nature and kind whatsoever (whether known, unknown, suspected, or unsuspected and whether pursuant to any law or cause of action presently in effect or which may be enacted or created in the future) which she has or may have against the Releasees, individually or collectively.
- B. STOLLENWERK further acknowledges that she may hereafter discover facts different from or in addition to those which she now knows or believes to be true with respect to the Released Claims and agrees that, in such event, this Agreement shall nevertheless be and remain effective in all respects, notwithstanding such different or additional facts, or the discovery thereof.
- C. STOLLENWERK represents and acknowledges (i) that she and her attorneys have conducted whatever investigation was deemed necessary by her and her attorneys to ascertain all facts and matters related to this Agreement; (ii) that she has consulted with and received advice from legal counsel concerning this Agreement; and (iii) that she is not relying in any way on any statement or representation by Releasees or their attorneys, except as expressly stated herein, in reaching her decision to enter into this Agreement.

V. No Assignment or Transfer of Released Claims

STOLLENWERK represents and warrants that as of the Effective Date, STOLLENWERK has not assigned, transferred, or hypothecated, or purported to assign, transfer, or hypothecate, to any person, firm, corporation, association, or entity whatsoever any of the Released Claims. STOLLENWERK hereby agrees to indemnify and hold harmless Releasees against, without limitation, any and all rights, claims warranties, demands, debts, obligations, liabilities, costs, expenses (including attorneys' fees), causes of action, and judgments based on, arising out of, or connected with any such transfer, assignment, or hypothecation, or purported transfer, assignment, or hypothecation.

VI. No Admission of Liability

STOLLENWERK understands and agrees that this Agreement is a release of disputed claims and does not constitute an admission of liability on the part of Releasees as to any matters whatsoever and that Releasees merely intend by this Agreement to avoid further litigation and buy their peace.

VII. Tax Consequences

The Parties acknowledge that this settlement is not conditioned or contingent upon the tax consequences, or lack thereof, associated with STOLLENWERK's receipt of the settlement proceeds discussed above. Further, STOLLENWERK understands and agrees that Releasees have not withheld any amount from the agreed upon payment made in Section I for federal, state, or local taxes or other withholdings. STOLLENWERK agrees that she shall be liable for any damage, loss, liability, or expense, including penalties, interests, and attorneys' fees, arising out of any actions, suits, proceedings, demands, judgments, or other loss resulting from any action, of any nature whatsoever, to require any party to pay any such taxes or other withholdings which arise from the payment made hereunder.

STOLLENWERK further agrees to indemnify the Defendants and hold them harmless from the assessment of any taxes owed by her (along with interest, penalties or other liabilities, including attorneys' fees, related to these taxes) and for any taxes arising out of or with respect to the Settlement Payment in Section I.

VIII. Modification

No provision of this Agreement may be changed, altered, modified or waived except in writing signed by STOLLENWERK and a duly authorized representative of MULLICA TOWNSHIP, which writing shall specifically reference this Agreement and the provision which the parties intend to waive or modify.

IX. Dismissal

Contemporaneously with the execution of this Agreement, STOLLENWERK and MULLICA TOWNSHIP, through their respective counsel, shall execute the Stipulations of Dismissal, copies of which are appended hereto as Exhibit A, which shall be filed promptly in the Court in which the Civil Action is pending following disbursement of those amounts set forth in Section I. Nevertheless, the Parties acknowledge that the Court retains jurisdiction over this matter to enforce any of the terms of this Settlement Agreement.

X. Severability

In the event any provision of this Agreement should be held to be unenforceable, each and all of the other provisions of this Agreement shall remain in full force and effect.

XI. Attorneys' Fees, Costs and Expenses

STOLLENWERK understands and agrees that the aforesaid payments to her include and encompass therein any and all claims with respect to attorneys' fees, costs, and expenses for or by any and all attorneys who have represented her or with whom she has consulted or who have done anything in connection with the Civil Action and/or the Released Claims.

XII. Entire Agreement

The parties hereto acknowledge that this Agreement constitutes a full, final, and complete settlement of their differences and supersedes and replaces any and all other written or oral exchanges, agreements, understandings, arrangements, or negotiations between or among them relating to the subject matter hereof, and affirmatively state that there are no other prior or contemporaneous agreements, exchanges, representations, arrangements, or understandings, written or oral, between or among them relating to the subject matter hereof other than that as set forth herein, and that this Agreement contains the sole and entire Agreement between them with respect to the subject matter hereof. The parties hereto further acknowledge and agree that language proposed for, deleted from, or otherwise changed in the various drafts of this Agreement but not included herein shall not be considered in any way in the interpretation and application of this Agreement and shall not in any way affect the rights and obligations of the parties hereto.

XIII. Understanding

STOLLENWERK acknowledges and represents that she has read this Agreement in full and, with advice of counsel, understands and voluntarily consents and agrees to each and every provision contained herein.

XIV. Applicable Law and Mutual Submission to Jurisdiction

This Agreement shall be construed and enforced according to the laws of the State of New Jersey. STOLLENWERK agrees to submit any and all disputes arising out of or based on this Agreement to the jurisdiction of the courts of the State of New Jersey.

XV. EMPLOYEE RIGHTS UNDER THE OLDER WORKERS BENEFIT PROTECTION ACT

STOLLENWERK acknowledges that she has been afforded twenty-one (21) days to consider this Agreement and General Release. If STOLLENWERK elects not to take the twenty-one (21) days to consider this Agreement and General Release, she acknowledges that she has done so voluntarily and with the full understanding that she is waiving her statutory right to do so. If she chooses to execute this Agreement and General Release, STOLLENWERK has the right to revoke her acceptance at any time within seven (7) days of the date on which she signed the Agreement and General Release. Any revocation within the applicable seven (7) day period must be signed and submitted in writing and received within the revocation period to Madden and Madden, attn.: Patrick J. Madden, 108 Kings Highway East, PO Box 210 Haddonfield, NJ 08033 and state, "I hereby revoke my acceptance of our Agreement and General Release." This revocation period is referred to elsewhere within this Agreement as the "Revocation Period". If you decide to revoke this Agreement, the revocation shall make this Agreement and its terms and conditions null and void and shall be deemed effective on the date received by Mr. Madden.

XVI. Counterparts Acceptable

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

SIGNATURES FOLLOW

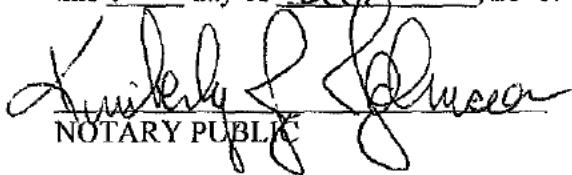
IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date shown below.

DAWN STOLLENWERK



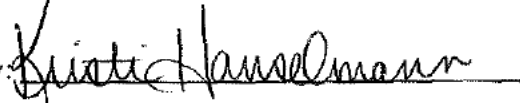
Date: 12-3-2021

Sworn to and subscribed to before me on
this 3 day of Dec, 2021.


NOTARY PUBLIC

KIMBERLY J. JOHNSON
Notary Public, State of New Jersey
My Commission Expires June 1, 2022

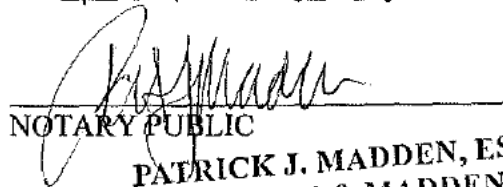
TOWNSHIP OF MULLICA

By: 

Date: 12/10/2021

Title: MAYOR

Sworn to and subscribed to before me on
this 10 day of December, 2021.


NOTARY PUBLIC

PATRICK J. MADDEN, ESQ.
MADDEN & MADDEN
PO BOX 210
HADDONFIELD, NJ 08033

EXHIBIT A

PATRICK J. MADDEN, ESQUIRE – ID 019781996
MADDEN & MADDEN, P.A.
108 KINGS HIGHWAY EAST - SUITE 200
POST OFFICE BOX 210
HADDONFIELD, NEW JERSEY 08033
TEL: (856) 428-9520
Attorney for Defendants, Mullica Township and Christopher Silva

DAWN MARIE STOLLENWERK AND
KIMBERLY JOHNSON

Plaintiff(s),

v.

MULLICA TOWNSHIP, CHRISTOPHER
SILVA, BRIAN ZECK AND JOHN DOES
1-5 and 6-10,

Defendant(s).

SUPERIOR COURT OF NEW JERSEY
ATLANTIC COUNTY
LAW DIVISION

DOCKET NO: ATL-L-000995-20

CIVIL ACTION

STIPULATION OF DISMISSAL
WITH PREJUDICE

The matter in difference in the above-entitled action having been amicably adjusted by and between the parties, it is hereby stipulated and agreed that the same be and is hereby dismissed with prejudice and without costs.

BURNHAM DOUGLASS

Dated: December 06, 2021

By:

Philip S. Burnham

Philip S. Burnham, II, Esquire
Counsel for Plaintiffs

Dated:

By:

MADDEN & MADDEN, P.A.

[Signature]
Patrick J. Madden, Esquire
Counsel for Defendants,
Mullica Township and Christopher Silva