

SETTLEMENT AGREEMENT, GENERAL RELEASE, AND WAIVER

PARTIES

This Settlement Agreement, General Release, and Waiver (hereinafter the "Agreement") is hereby made this 22nd day of August, 2023, by and among Lacey Township Board of Education (the "Board"), Lacey Township School District (the "District") (collectively "Defendants" or "Releasees"), and Bridget Moser (hereinafter "Plaintiff" or "Releasor") (hereinafter collectively the "Parties").

WITNESSETH

WHEREAS, Plaintiff, a former employee of the Board, commenced a lawsuit against Defendants in the Superior Court of New Jersey, Ocean County, under the action captioned Bridget Moser v. Lacey Township Board of Education, et al., Docket No. OCN-L-002014-20, by filing a Complaint on August 28, 2020 (Trans. ID No.: LCV20201521254), which was amended on November 5, 2021 by the filing of an Amended Complaint (Trans. ID No.: LCV20212586200) and June 29, 2022, by the filing of a Second Amended Complaint (Trans. ID No.: LCV20222423898) ((hereinafter the "Lawsuit"); and

WHEREAS, Plaintiff has made various allegations in the Lawsuit pursuant to the New Jersey Law Against Discrimination ("LAD") against Defendants arising out of her employment with the Defendants and that as a result she sustained damages that are alleged to include personal physical injuries; and

WHEREAS, Defendants have denied such allegations made by Plaintiff and enter into this Agreement for reasons other than the merits of Plaintiff's claims, including, but not limited to, avoiding additional costs of litigation and the uncertainty regarding the outcome of litigation; and

WHEREAS, the Parties have agreed to settle all claims of any nature, including, but not limited to, those asserted in the Lawsuit, and desire and intend to memorialize such settlement by entering into and executing this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the Parties agree as follows:

1. **Effective Date.** The effective date of this Agreement shall be the date on which it is fully executed by the Parties (the "Effective Date").

2. **Dismissal of Claims.** Plaintiff shall dismiss, with prejudice, in their entirety, any and all claims against all named Defendants in the Lawsuit and/or any of the past or present officials, employees, departments, agents, servants, insurance carriers, or representatives of Defendants, individually and in their official capacities, jointly and severally, asserted in the Lawsuit.

3. **Release and Discharge in Consideration for the Payment of the Consideration Provided for in this Agreement.** This Agreement shall constitute a full and final release and discharge (the "Release") of any and all claims, rights, or causes of action, whether known or unknown, Plaintiff (and/or her estate, successors, and personal representatives, if applicable) may have against Defendants, including, but not limited to, any department of Defendants, any past or present official or employee of Defendants, including defendants Vanessa Clark (Pereira) and Stephen Decker, and any of Defendants' agents, servants, or representatives, individually or in their joint official capacity, and shall further release any and all claims, rights, or causes of action, whether known or unknown, Plaintiff may have against any of Defendants' insurers and their parent, subsidiaries, agents, servants, or representatives (individually and collectively the "Releasees"). This Release applies to claims, known or unknown, resulting from anything that has happened to Plaintiff up to the execution of this Release. The Release shall apply to any and all claims, rights, demands, causes of action, obligations, damages, expenses, compensation, or action of any kind, nature, character, or description that Plaintiff had or could have raised against Releasees, including those Plaintiff may not be aware of and those not mentioned in this Agreement, including, but not limited to, any and all claims arising from or relating in any way to

Plaintiff's employment, and/or participation in and/or the termination thereof, any employee benefits, compensation, or other terms of employment arising from or relating in any way to the claims that were or could have brought in the matter now pending in the Lawsuit. The Release includes, but is not limited to: any claim, demand, cause of action, obligation, damage, complaint, expense, compensation, or action of any kind, nature, character, or description, whatsoever, arising out of or under any Federal, State, or municipal statute, ordinance, or other law (whether common law, decisional law, or statute), rule, regulation, contract, collective bargaining agreement, executive order, or policy, including, but not limited to, any claim for attorneys' fees and costs; any claim for discrimination, harassment, or retaliation; any claim in tort, or under any law or statute for claims such as failure to promote, retaliatory failure to hire, failure to accommodate, constructive discharge, violation of public policy, for emotional distress, physical injury, defamation, slander, libel, or false imprisonment; any claim in contract, whether express or implied; any claim under any Defendant policy, procedure, or benefit plan; any claim for attorneys' fees, back pay, front pay, or unpaid wages of any kind; any claim under any federal, state, or local law or ordinance, including, but not limited to, the National Labor Relations Act; 29 U.S.C. § 151-169 ("NLRA"); the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 621 et seq. ("ADEA"); the Fair Labor Standards Act of 1938, 29 U.S.C. § 203 ("FLSA"); the Occupational Safety and Health Act of 1970, 29 U.S.C. 15 § 651 et seq. ("OSHA"); 42 U.S.C. §§ 1983, 1988; Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et seq. ("Title VII"); the Reconstruction Era Civil Rights Act, as amended, 42 U.S.C. 1981 et seq. ("Civil Rights Act"); the Civil Rights Act of 1991, as amended 42 U.S.C. 1981 et seq. ("CRA of 1991"); the Immigration Reform Control Act of 1986 ("IRCA"); the Older Workers Benefit Protection Act, 29 U.S.C. § 621-634, ("OWBPA"); the Americans With Disabilities Act, 42 U.S.C. §§ 12101-12213, ("ADA"); Employee Retirement Security Act of 1974, 29 U.S.C. § 18 ("ERISA") (except claims for any vested benefits to

which she is legally entitled); the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq. (“LAD”); the New Jersey Family Leave Act, N.J.S.A. 34:11B-1 et seq. (“FLA”); the federal Family and Medical Leave Act of 1993, 29 U.S.C. § 2601, 29 C.F.R. § 825 (“FMLA”); the New Jersey Conscientious Employee Protection Act, N.J.S.A. 34:19-1 et seq. (“CEPA”); the Pregnancy Discrimination Act, Workers’ Adjustment and Retraining Notification Act 29 U.S.C. 2101 et seq. (“WARN”); the Smoking Rights Law, N.J.S.A. 34:6B-1 et seq. (“SRL”); the New Jersey Civil Rights Act, N.J.S.A. 10:6-1 et seq. (“NJCRA”), New Jersey Wage and Hour Law; N.J.S.A. 34:11-56a, et seq. (“NJWHL”); the Equal Pay Act of 1963, 29 U.S.C. 206(d); the New Jersey Minimum Wage Law; the New Jersey Worker Health and Safety Act; and New Jersey Equal Pay Act, N.J.S.A. 34:11-56-1 et seq. (“NJEPA”) (all are collectively referred to as “Claims”); , except for claims for breach of this Agreement and/or any claims which may not be waived by law.

4. Settlement Terms. Within thirty (30) days of: (a) the full execution of this Agreement by Plaintiff, the Defendants, or their agents or insurers, shall remit a check to Plaintiff’s attorney, payable to the attorney trust account of Reppert Kelly & Vytell, LLC in the amount of Three Hundred Thousand Dollars (\$300,000.00) (the “Settlement Amount”), which shall be allocated as follows: (a) the amount of \$100,000.00 is in payment for Plaintiff’s damages, net of attorney’s fees, costs, and expenses; and (b) the amount of \$200,000.00 is in payment of for Plaintiff’s attorney’s fees, costs and expenses. There shall be no other payment as a result of the dismissal of any and all Claims nor for the Release. All sums set forth herein are in payment for alleged damages on account of personal physical injuries or sickness, within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended, although it is expressly acknowledged that in exchange for Plaintiff’s receipt of the said sums she is releasing claims for damages, compensatory and punitive, as well as any claim for attorney’s fees, costs, and

prejudgment interest. Payment of the Settlement Amount shall satisfy all of Plaintiff's Claims, legal fees, and costs of suit associated with the Lawsuit.

5. **Non-Disparagement.** Plaintiff and Defendants agree and covenant that they shall not make any disparaging statements (oral or written), whether direct or implied, about each other, whether relating to her Plaintiff's former employment, the Lawsuit or its settlement, the claims and allegations asserted in the Lawsuit, or any related matter or event preceding the Lawsuit.

6. **Confidentiality; Resignation; Neutral Reference.** The Parties agree that:

A. The facts, amounts, circumstances and documents underlying this resolution shall not be admissible in any litigation or proceeding in any forum for any purpose other than to secure enforcement of the terms and conditions of this Agreement.

B. Unless compelled by law or legal process, they shall not disclose to any third party (other than, with respect to Plaintiff, her tax and/or financial advisors, retained counsel and immediate family members ("Representatives")) the settlement terms of paragraph 4 of this Agreement, and that any such third party to whom disclosure is permitted shall likewise be bound to such non-disclosure. Plaintiff represents that she has not disclosed the settlement terms of paragraph 4 of this Agreement with anyone other than her immediate family members as of the date of execution of this Agreement.

C. The Board hereby accepts retroactively Plaintiff's resignation from employment dated March 18, 2020. In the event Defendants receive an inquiry from a third party including, but not limited to, a potential employer of Plaintiff's, they agree that they shall only confirm to such potential employer Plaintiff's length of service with the Defendants and the title and rate of pay as of Plaintiff's last date of employment with the Defendants; no other statement or information shall be provided.

D. Notwithstanding the above, it is recognized that the Defendants may be required to duly adopt a resolution to approve the material terms of the settlement or provide a copy of this Agreement

pursuant to the provisions of the New Jersey Open Public Records Act or some other law or statute, and that such action or disclosure shall not eliminate or alter the terms, conditions and obligations of the Parties set forth in subsections A-C above.

7. **Tax Implication.** The Parties do not make any representations as to the tax consequences or liability arising from any payment made under this Agreement. The Parties understand that any tax consequences and/or liability arising from payment to Plaintiff in accordance with this Agreement shall be Plaintiff's sole responsibility and obligation, and neither Defendant nor its insurers nor their agents, servants, or representatives (past or present) shall be held liable for any payment of any taxes on Plaintiff's behalf. Plaintiff agrees that she will pay any and all income tax that may be determined to be due from her in connection with the payment described above, if any. Since Plaintiff agrees that she is solely responsible for the payment of any taxes due on any money received under this Agreement, should the Internal Revenue Service, any State or any other taxing agency or tribunal require Defendants or its insurers to pay any taxes, fines, penalties, interest, or any other cost related to taxes on behalf of Plaintiff with regard to the payment received under this Agreement, Plaintiff agrees to indemnify or reimburse Defendants and its insurers and each of its agents, servants, or representatives for any taxes Plaintiff is required to pay. It is expressly understood and agreed by the Parties that the Release does not represent or guarantee that payroll, wage, or other income taxes should or should not be paid on the proceeds of the Agreement.

8. **Liens – Indemnity and Hold Harmless.** Plaintiff hereby certifies that no liens exist against the proceeds of this Agreement. Plaintiff further agrees and represents that any and all Medicare, Social Security, hospital, medical insurance coverage, subrogation claims, and/or any and all other types of liens or interest that is and/or could be claimed by any person and/or entity, will be fully paid, satisfied, and released from the settlement proceeds paid herein or that the settlement proceeds will be

held in trust, unless and until such time as said liens and/or claims have been fully paid, satisfied, or released. In this regard, Plaintiff agrees to indemnify and hold harmless Defendants, any and all of their insurance carriers, attorneys, and all others in privity with them from any claim by, through, and/or under Plaintiff including, but not limited to, any direct claim by Medicare and/or Social Security for reimbursement of any funds paid by them in any way relating to the claims arising from this Lawsuit. Plaintiff further agrees to hold harmless and indemnify Defendants from any cause of action, including, but not limited to, an action to recover or recoup welfare or related benefits which are applicable to, or are sought to be applied to, any aspect of this settlement.

9. **Stipulation of Dismissal.** Within ten (10) days of the receipt by Plaintiff of the Settlement Amount as provided in Paragraph 4 hereof, counsel for the Parties shall execute and file with the court a stipulation of dismissal, with prejudice and without costs or attorney's fees to any party, of the Lawsuit as to all defendants named in the Lawsuit (the "Stipulation"). A copy of the Stipulation is attached hereto as Exhibit A.

10. **No Admission of Liability.** It is expressly understood that neither the execution of this Agreement nor any other action taken by Defendants in connection with Plaintiff's alleged claims or this Agreement constitutes an admission by Defendants of any violation of any law, duty, or obligation, or that any decisions or actions taken in connection with Plaintiff or her employment was unwarranted, unjustified, retaliatory, discriminatory, wrongful, or otherwise unlawful. It is further understood that Defendants have entered into this Agreement for reasons other than the merits of Plaintiff's claims, including the avoidance of the ongoing cost of litigation and the uncertainties thereon and that Defendants specifically deny any liability to Plaintiff or to any other person. It is further understood that neither party is or should be deemed a prevailing party.

11. **Inadmissible as Evidence.** This Agreement and the contents hereof shall not be admissible as evidence in any civil litigation except to enforce the terms expressed herein and unless compelled to do so by force of law, Court Order, or subpoena and shall not be deemed to be an admission of liability by any party to this Agreement.

12. **Attorneys' Fees and Expenses.** It is specifically understood and agreed that the amount paid under this Agreement includes all attorneys' fees and costs to which Plaintiff may have been entitled and the consideration paid herein is intended to be inclusive of attorneys' fees and costs.

13. **Indemnification.** In the event Plaintiff recovers any monies from any person who thereafter seeks indemnification from Defendants, its agents, servants, representatives, or its insurers, arising from claims identical herein, Plaintiff shall indemnify and hold Defendants and its insurers and each of their agents, servants, representatives, harmless for defending against these claims, including, but not limited to, attorneys' fees, and costs of suit, judgment, or settlement.

14. **No Presumption Against the Drafter.** The Parties agree that this Agreement was negotiated and drafted jointly by the Parties and that no inferences or presumptions regarding the interpretation of this Agreement shall be drawn or made by or against any Party as the author of this Agreement. This Agreement shall at all times be interpreted in accordance with its fair meaning.

15. **Governing Law.** This Agreement shall be governed in all respects, including validity, interpretation, and effect by the laws of the State of New Jersey without giving effect to the conflicts of laws principle thereof.

16. **Notice.** All notices, demands, requests, consents, approvals, or other communications (each, "Notice," or collectively, "Notices") required or permitted to be given hereunder or which are given with respect to this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, postage prepaid, and by email, addressed as follows:

As to Plaintiff:

Bridget Moser
704 Bowsprit Point
Lanoka Harbor, NJ 08734
Email: bhart404@gmail.com

With a copy to:

Christopher Kelly, Esq.
Reppert Kelly & Vytell, LLC
110 Allen Road, Suite 208
Basking Ridge, New Jersey 07920
Email: ckelly@rkvfirm.com

As to Defendants:

c/o Vanessa Pereira
Lacey Township Board of Education, Superintendent
200 Western Blvd. Lanoka Harbor, NJ 08734
vpereira@laceyschools.org

With a copy to:

Bruce W. Padula, Esq.
Cleary Giacobbe Alfieri Jacobs, LLC
955 Route 34, Suite 200
Matawan, NJ 07747
Bpadula@cgajlaw.com

17. **Severability.** The Parties agree that if any portion of this Agreement is declared invalid or unenforceable by a final judgment of a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby.

18. **Enforcement.** The Parties agree that, in the event any party breaches any provision of this Agreement, any of them may institute an action against the other to specifically enforce any term or terms of this Agreement, in addition to any other legal or equitable relief permitted by law. The Parties further agree that the prevailing party of an action pertaining to any alleged breach of this Agreement shall receive reasonable attorneys' fees and costs that such party incurs in initiating, prosecuting, and/or defending against the action.

19. **Entire Agreement; Contingencies.** This Agreement contains the entire agreement between Plaintiff and Defendants concerning the matters set forth in this document, and shall be binding

upon and inure to the benefit of the parent entity, executors, administrators, personal representatives, heirs, successors, and assigns of each.

20. **Miscellaneous.** The persons executing this Agreement on behalf of the respective Parties each warrant and represent that he or she is authorized to do so.

21. **Counterparts.** This Agreement may be executed in counterparts, each of which when so executed shall be deemed an original and all such counterparts together shall constitute one and the same instrument. Documents that are signed and sent electronically shall have the same force and effect as documents that are signed and sent via the mail. Thus, there is no requirement to obtain original signatures.

22. **Headings.** The headings provided for each paragraph in this Agreement are for the convenience of the Parties, are not intended to modify the terms of the Agreement and shall not be deemed to be part of the Agreement for purposes of interpreting the contents of each paragraph.

23. **Binding Effect.** It is the understanding of the Parties that all of the terms of this Agreement are contractual in nature and shall survive the execution of the Agreement and shall thereafter continue in full force and effect to the Parties, their successors, and assigns.

24. **Representation of Comprehension of Document.** In executing this Agreement, Plaintiff represents that she has relied upon the legal advice of her attorney, who is the attorney of her own choice, that she has had the full opportunity to review this Agreement with her attorney, and that the terms of this Agreement have been completely read and explained by her attorney, and that those terms are fully understood and voluntarily accepted.

25. **Warranty of Capacity to Execute Agreement.** Plaintiff represents and warrants that no other person or entity has any interest in the Claims, or in any other demands, obligations, or causes of action referred to in this Agreement, and that Plaintiff has the sole right and exclusive authority to

execute this Agreement and receive the benefits specified. Plaintiff further represents that Plaintiff has not sold, assigned, transferred, conveyed, or otherwise disposed of any of the Claims, or any other demands, obligations, or causes of action referred to in this Agreement.

26. Reasonable Period of Time. Plaintiff agrees that she has been given a reasonable period of time of at least twenty-one (21) days within which to review and consider this Agreement prior to executing this Agreement, but that she may waive this twenty-one-day period by signing in the space provided here:

[The remainder of this page has been intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement as of the
date first written above.

PLAINTIFF, BRIDGET MOSER

B. Moser
PLAINTIFF, BRIDGET MOSER

Dated: 8-25-, 2023

**DEFENDANTS, LACEY TOWNSHIP BOARD OF EDUCATION & LACEY TOWNSHIP
SCHOOL DISTRICT**

By: Haron Schre

Dated: August 28, 2023

Linda A. Lauring

Dated: August 28, 2023