

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (“the Agreement” or “this Agreement”) is entered into this _____ day of _____, 2023, by and between the Plaintiff, Neal DeBenedetto (“Plaintiff”), residing at 1480 Clearview Street, Forked River, New Jersey 08731, and the Lacey Township Board of Education, with a principal place of business located at 200 Western Blvd. Lanoka Harbor, New Jersey 08734 (“LTBOE”), Gregory Brandis, Mark Angelo, and the Ocean County Vocational Technical School (“OCVTS”), with a principal place of business located at 137 Bey Lea Road, Toms River, New Jersey 08753, (collectively “Defendants”) (Plaintiff and Defendants collectively referred to as “the Parties”).

WHEREAS, Plaintiff filed a Complaint and Jury Demand against Defendants in the Superior Court of New Jersey on April 2, 2021, and subsequently filed a First Amended Complaint on April 12, 2021, thereby initiating the above-captioned litigation; and

WHEREAS, following motion practice, Defendants LTBOE, Brandis, and Angelo filed an Answer to the First Amended Complaint on April 12, 2022, and Defendant OCVTS filed an Answer to the First Amended Complaint on April 18, 2022; and

WHEREAS, the Hon. Rukhsanah L. Singh, U.S.M.J., held an initial settlement conference with the parties via video conference on April 5, 2023; and

WHEREAS, Judge Singh held a second settlement conference with parties in person on June 16, 2023; and

WHEREAS, as a result of the settlement conferences, the Parties determined to voluntarily settle all claims and issues between them, whereupon they reached a settlement, the terms and conditions of which are reflected in this Agreement; and

WHEREAS, the Parties wish to avoid the time and expense of litigating this matter to its conclusion and desire to amicably resolve any and all disputes, claims, or issues between them, through a global settlement, without the need to resort to further litigation, in their mutual best interests;

NOW THEREFORE, in view of the aforementioned premises, and in consideration for the mutual promises and terms set forth below, the Parties hereby agree as follows:

1. The Parties agree to settle any and all claims between them in exchange for a total payment to Plaintiff of the total sum of One Hundred and Thirty Thousand and 00/100 Dollars (\$130,000.00), reflecting the following payments:

- The amount of Sixty-Five Thousand and 00/100 Dollars (\$65,000) payable to Plaintiff on behalf of Defendants LTBOE, Brandis, and Angelo, and
- The amount of Sixty-Five Thousand and 00/100 Dollars (\$65,000) payable to Plaintiff on behalf of Defendant OCVTS.

The full sum of One Hundred and Thirty Thousand and 00/100 Dollars (\$130,000.00) shall be the total and maximum financial responsibility of the Defendants, or any of their respective members, directors, officers, administrators, employees, servants, representatives, agents, or assigns. The total settlement amount set forth above, shall be paid to Plaintiff in one check, being made out to "Law Offices of Albert J. Rescinio, L.L.C." in the full amount of One Hundred and Thirty Thousand and 00/100 Dollars (\$130,000.00). The full amount of the payment shall be on a 1099 basis. Defendants shall utilize their best efforts to ensure that such settlement proceeds are paid to Plaintiff within thirty (30) days of the date on which the agreement is fully executed, and contingent upon and provided that Plaintiff and/or Plaintiff's attorney have furnished the Defendants' respective attorneys with the appropriate W-9 and any other tax/income reporting forms that may be necessary to effectuate such payment. Plaintiff understands and agrees that any and all tax that may be owed upon the amount paid according to this agreement shall be the sole responsibility of Plaintiff.

2. In exchange for the payment set forth in Paragraph 1 above, Plaintiff agrees to waive his right to file or initiate, and shall not file, initiate, or cause to be initiated, any suit, demand, administrative, judicial, legal or other proceeding, claim, complaint, petition, grievance, or action of any kind, in any forum whatsoever, against Defendants, or any of their respective members, officers, employees, administrators, agents, servants and assigns, or any insurer of Defendants, at any time, for any claims arising out of facts or circumstances that occurred through the date the Plaintiff signed this Agreement. In addition, Plaintiff, Plaintiff's family, and any person or entity acting on his behalf, hereby releases and forever discharges Defendants, their respective members, officers, employees, administrators, agents, servants, and assigns, and any insurer of any of the above (hereinafter, collectively "the Released Parties"), from any and all past and/or present claims which he has or might have against any of them, and Plaintiff shall forever hold Defendants harmless from any and all damages, liabilities, losses or injuries, of any kind or for any reason whatsoever, from the beginning of time through the date of execution of this Agreement. This waiver provision does not apply to any future claims based upon acts or omissions allegedly occurring after the date this agreement was signed. Further, it is expressly understood, however, that either party may bring an action to enforce the terms of this Agreement in accordance with Paragraphs 9 and 19 below.

3. Plaintiff further agrees to indemnify and hold forever harmless Defendants, or any of their respective members, officers, employees, administrators, agents, servants, and assigns, and any insurer of any of the above, from and against any and all claims, complaints, suits, demands, costs, expenses or legal fees, penalties, losses, damages, judgments, challenges, or liabilities of any kind, successful or unsuccessful, brought or made by Plaintiff, or anyone acting on his behalf, at any time subsequent to the effective date of this Agreement, and in any judicial or administrative court, tribunal, or other forum, in connection with or in any way related to the subject matter of the above-captioned litigation, the events or incidents related thereto, the attendance by Plaintiff in the schools of the LTBOE or in OCVTS, or relating in any way to the period of Plaintiff's attendance as a student in either the Lacey Township School District, or the OCVTS through the date of this Agreement.

4. Plaintiff expressly represents that he is not a Medicare beneficiary and is not currently receiving, has not received in the past, will not have received at the time of payment pursuant to this Agreement, is not entitled to, is not eligible for, and has not applied for or sought,

Social Security Disability or Medicare benefits. In the event any statement in the preceding sentence is incorrect (for example, but not limited to, if Plaintiff is a Medicare beneficiary, etc.), the following sentences of this paragraph apply. Plaintiff affirms, covenants, and warrants that he has made no claim for illness or injury against, nor is he aware of any facts supporting any claim against, Defendants and/or the Released Parties under which Defendants could be liable for medical expenses incurred by Plaintiff before or after the execution of this Agreement. Furthermore, Plaintiff is aware of no medical expenses which Medicare has paid and for which Defendants and/or the Released Parties are or could be liable, now or in the future. Plaintiff expressly agrees and affirms that, to the best of his knowledge, no liens of any governmental entities exist, including those for Medicare conditional payments. Plaintiff agrees to indemnify, defend, and hold forever harmless the Defendants and/or the Released Parties from any Medicare claims, liens, damages, conditional payments, or rights to payment, if any, including attorneys' fees, and he further agrees to waive any and all future private causes of action for damages pursuant to 42 U.S.C. §1395y(b)(3)(A) et seq.

5. Plaintiff expressly acknowledges and understands that he is obligated to comply with the requirements of N.J.S.A. 2A:17-56.23b, including, but not limited to, the requirement to perform a certified child support judgment lien search and to provide Defendants with said documentation prior to Defendants disbursement of the payments outlined in Paragraph 1, above. Plaintiff further acknowledges and understands that no settlement proceeds or payments as set forth in Paragraph 1, above, shall be released to Plaintiff without prior receipt of the certification of a child support judgment search, and that any costs associated with completion of the child support judgement search shall be borne solely by Plaintiff.

6. The Parties have mutually expressed their intention and desire to voluntarily maintain the confidentiality of the terms of this Agreement to the maximum extent permitted by law. Therefore, the Parties voluntarily agree that they shall not communicate or disclose the terms of this Agreement to any person or entity, other than that party's attorney or other legal representative, or other than with Court personnel or staff for purposes of effectuating this Agreement and the settlement of claims hereunder, or for any other purposes required by law, and only then in order to effectuate the terms hereof or for such other purposes as are strictly required by law. The Parties and/or their legal representatives may disclose the terms of this Agreement for purposes of entering appropriate orders with the Court, or any other tasks that are or may be required to effectuate the terms of settlement and resolution of the within litigation pursuant hereto. If such a disclosure is made, it shall be made only to the minimum extent necessary to effectuate such purposes. If Plaintiff or his representative is asked about the Civil Action, the Released Claims, or this Agreement, he may truthfully respond, "The matter has been resolved," and agrees to do so. Should Plaintiff be requested to disclose the terms and matters addressed in the Agreement in connection with any judicial, administrative, or other proceeding, he agrees to immediately provide written notice to the LTBOE Superintendent and the OCVTS Superintendent of the request. Plaintiff further agrees that Defendants have standing to object to the disclosure on behalf of Plaintiff, as well as on their own behalf. Assuming Defendants object to the request, Plaintiff agrees to await the outcome of the objection before making any disclosures about this Agreement or its terms.

7. Plaintiff may disclose this Agreement to his spouse, his parent or parents, his attorney, his financial advisor/auditor/accountant/ tax authorities, after first obtaining said individual's agreement to keep the information confidential and not disclose it to others.

8. Upon payment of the settlement proceeds as set forth in Paragraph 1 above, counsel for both parties shall mutually execute a written Stipulation of Dismissal with Prejudice, which shall be filed with the Court, thereby forever dismissing the matter of Neal DeBenedetto v. Lacey Township Board of Education, Ocean County Vocational Technical School, Gregory Brandis, and Mark Angelo, et al., No.: 3:21-cv-08050. The Stipulation of Dismissal shall be filed by counsel for the Defendants LTBOE, Brandis, and Angelo, following payment of the settlement proceeds. The Parties agree to take any and all additional action that may be necessary to ensure the dismissal/withdrawal with prejudice of the above-captioned litigation.

9. This Agreement represents the compromise of disputed claims and shall never be treated as an admission of liability by either party for any purposes whatsoever. This Agreement may never be used as evidence in any legal or other proceeding of any kind, except one to enforce its own terms. In the event an action is brought by any party to enforce the terms of this Agreement, each party shall bear its own legal fees and costs, and the burden of proof for any alleged breach hereof shall be borne by the party asserting such claim for breach.

10. It is expressly understood that no party shall be considered a prevailing party under any statute, common law, or otherwise, for any purposes whatsoever, as a result of this Agreement or the compromise of claims as set forth herein. Each party shall be responsible for their own attorney's fees, expert fees, and litigation costs incurred in connection with this matter.

11. Notwithstanding any provision hereof to the contrary, this Agreement is subject to approval by affirmative vote of the LTBOE and the OCVTS Board of Education at a duly constituted meeting each body, and it is null, void, of no force and effect, and without prejudice to any party, if the Agreement is not so approved. It is expressly understood that this Agreement shall carry no force and effect, and no settlement shall have been formed, and no agreement reached, in the event each body does not vote to approve this Agreement by majority vote each respective board of education at a duly constituted meeting thereof.

12. The Parties expressly agree and represent that they have had the opportunity to discuss the terms of this Agreement with legal counsel of their choosing and that they enter into this Agreement voluntarily and with a full understanding of its meaning. The Parties further state that they are fully satisfied with the representation provided by their legal counsel.

13. In the event that any provision, clause, or portion of this Agreement shall be held invalid or unenforceable by any court or tribunal of competent jurisdiction, the remaining provisions are deemed severable and shall remain in full force and effect to the fullest extent permitted by law, unless the Agreement, so construed, would substantially frustrate the purposes of the Parties in entering into this Agreement.

14. This Agreement may be executed in multiple counterparts, and one copy of this Agreement with all Parties signatures appended thereto shall be considered to be an original of this

Agreement. For ease of execution and approval, the Parties further acknowledge and agree that electronic copies of signatures shall be deemed to be the same as original signatures.

15. The “WHEREAS” clauses of this Agreement are provided merely for background purposes, and it is expressly understood that such clauses are not material terms and conditions of this Agreement and shall carry no legal force and effect.

16. This Agreement represents the entire understanding between the Parties. The Parties acknowledge that they have not relied upon any other representations, promises, agreements, warranties, or understandings, except those expressly contained herein. This Agreement may only be modified by a subsequent written addendum mutually executed between the Parties.

17. The language of this Agreement has been developed mutually, and the rule of construction against the drafter shall not apply to its interpretation.

18. This Agreement represents the entire understanding between the Parties. The Parties acknowledge that they have not relied upon any other representations, promises, agreements, warranties, or understandings, except those expressly contained herein. This Agreement may only be modified by a subsequent written addendum mutually executed between the Parties.

19. This Agreement shall be governed by the laws of the State of New Jersey. This Agreement may only be enforced in the United States District Court for the District of New Jersey, and no other forum or tribunal shall possess jurisdiction to enforce this Agreement. Venue shall be properly laid only in the Trenton Vicinage of the United States District Court for the District of New Jersey.

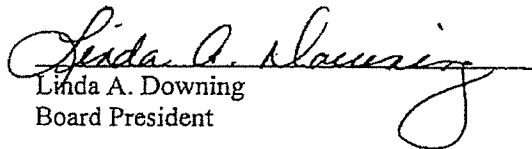
20. This Agreement is a full and final settlement and constitutes a legal release of any and all claims that were raised or could have been raised in a legal proceeding or other proceeding, of any kind, filed by Plaintiff, arising out of or relating to his attendance in the schools of the LTBOE or in OCVTS, and covering all periods of time, whether prior to, during, or subsequent to the dates of Plaintiff’s attendance in the schools of the LTBOE or in OCVTS.

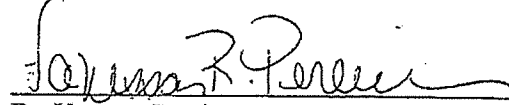
SIGNATURES FOUND ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, the date and year first written above.

WITNESS:

LACEY TOWNSHIP BOARD OF
EDUCATION, GREGORY BRANDIS, and
MARK ANGELO


Linda A. Downing
Board President


Dr. Vanessa Pereira
Superintendent

Dated: 7/20/23

Dated: 7/20/23

WITNESS:

OCEAN COUNTY VOCATIONAL
TECHNICAL SCHOOL


Nina Anuario
Board President


Karen L. Homiek
Superintendent

Dated: 8-8-2023

Dated: 8-8-2023

WITNESS:

Neal DeBenedetto
Plaintiff

Dated: _____

Dated: _____

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, the date and year first written above.

WITNESS:

LACEY TOWNSHIP BOARD OF
EDUCATION, GREGORY BRANDIS, and
MARK ANGELO

Linda A. Downing
Board President

Dr. Vanessa Pereira
Superintendent

Dated: _____

Dated: _____

WITNESS:

OCEAN COUNTY VOCATIONAL
TECHNICAL SCHOOL

Nina Anuario
Board President

Karen L. Homick
Superintendent

Dated: 8-8-2023

Dated: 8-8-2023

WITNESS:

Aminda DeBenedetto

Neal DeBenedetto
Plaintiff

Dated: 7/19/23

Dated: 7/19/23