

SETTLEMENT AGREEMENT, GENERAL RELEASE AND WAIVER

PARTIES

THIS SETTLEMENT AGREEMENT, GENERAL RELEASE AND WAIVER (hereinafter referred to as "Agreement") made this 13 day of November 2023, by and between The Township of Piscataway ("Piscataway", the "Township", "Defendant", "Releasee" or "Employer"), with offices located at 455 Hoes Lane, Piscataway New Jersey and Faith Belcher (hereinafter referred to as "Belcher" or "Plaintiff"), residing at 202 Park Avenue, Piscataway, New Jersey. (hereinafter collectively the "Parties").

WITNESSETH

WHEREAS, Belcher commenced a lawsuit in the Superior Court of New Jersey against the Defendant under civil action captioned Faith Belcher v. Township of Piscataway, Daniel Lamptey and James Hercek et al., filed in the Superior Court of New Jersey, Law Division, Middlesex County, Docket No. MID-L-4721-22 (the "Lawsuit"); and

WHEREAS, Belcher has made various allegations against the above-named Defendant ("Claims") and the Defendant having denied such allegations; and

WHEREAS, Defendants, Daniel Lamptey and James Hercek, have been dismissed from this action, with prejudice, prior to this settlement

WHEREAS, the Township and Belcher 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 Settlement Agreement, General Release and Waiver;

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

1. Dismissal of Claims. Belcher shall dismiss, with prejudice, in their entirety, any and all claims against the Township and/or any of its past or present officers and officials, employees, agents, servants, or representatives of the Township, individually and in their official capacities, jointly and severally, asserted or that could have been asserted by Belcher in the Lawsuit.

2. Release and Discharge. 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, Belcher may have against the Township, including but not limited to any department or parent of the Township, any past or present official, officer or employee of the Township, and any of the Township's agents, servants or any other representative of the Township, individually or in their joint official capacity, and shall further release any and all claims, rights or causes of action, whether known or unknown, Belcher may have against any of the Township's insurers, reinsurers and their parent, subsidiaries, employees, agents, servants, or representatives (individually and collectively the "Releasees"). 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 Belcher had or could have raised against Releasees, including those Belcher may not be aware of and those not mentioned in this Agreement including, but not limited to, any and all claims arising from her application for employment and any claim of employment or relating in any way to Belcher's claim to employment with the Township, and/or participation in and/or the rejection or 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 Superior Court of New Jersey, Law Division, entitled Faith Belcher v. the Township of Piscataway, Daniel Lamptey and James Hercek, under Docket No. MID-L-4721-22. 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 in tort, such as failure to promote, retaliatory failure to hire, failure to accommodate, constructive discharge, violation of public policy, for emotional distress, defamation, slander, libel or false imprisonment; in contract, whether express or implied; under any Township policy, procedure or benefit plan; for attorney's fees, back pay or front pay or unpaid wages of any kind; and under any federal, state or local law or ordinance, including, but not limited to, the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 621 et seq. ("ADEA"); 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 Older Workers Benefit Protection Act, 29 U.S.C. 621-634, ("OWBPA"); the Americans With Disabilities Act, 42 U.S. Code §§ 12101-12213, ("ADA"); Employee Retirement Security Act of 1974, 29 U.S. Code Chapter 18 ("ERISA"); 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 Medical

Leave Act, 29 U.S.C. sec. 2601; 29 CFR 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") and New Jersey Equal Pay Act, N.J.S.A. 34:11-56-1 et seq. ("NJEPA"); and for harassment, discrimination and retaliation of any kind, or any other possible cause of action arising under any and all other federal, state or local statutes, laws, legal decision, rules and regulations pertaining to employment or hiring in employment, as of and prior to the date hereof, as well as any and all claims under state and federal law; as of and prior to the date hereof; and any other Federal, State or local laws, regulations or ordinances, contract, collective bargaining agreement; and any other duty or obligation of any kind or description or for attorneys' fees or costs ("Claims").

3. Lump Sum Payment and Settlement Terms. Within thirty days (30) days of:

- (a) the full execution of this Agreement by an authorized agent of the Township and
- (b) receipt by Defendant's counsel of a fully executed Stipulation of Dismissal with Prejudice by all parties to the Lawsuit, clear child support search and completed W-9 forms for all payees, Belcher shall be paid the sum of Sixty-Five Thousand Dollars (\$65,000.00) as compensation for and in full satisfaction of all Claims, legal fees and costs of suit associated with the Lawsuit and there shall be no other payment as a result of the dismissal of any and all Claims nor for the Release. The payment shall be delivered to Plaintiff and Plaintiff's attorney in two (2) separate checks as follows: (a) check in the sum of \$38,734.92 made payable to Faith Belcher and (b) check in the sum of \$26,265.08 made payable to McOmber

McOmber & Luber, P.C. The checks shall be delivered to McOmber McOmber & Luber, P.C. at 39 E. Main Street, Marlton NJ 08053. Payment shall be conditioned upon receipt of Federal Tax Form W-9 for each payee, Stipulation of Dismissals with prejudice as to the Township and Daniel Lamptey and James Hercek (to be held in escrow until Plaintiff's counsel confirms receipt of payment of the above settlement amount in full) and a clear child support and judgment search of the Plaintiff's name. A separate 1099 reporting form will be issued to each of the payees in the amounts directed to be paid by each. The Plaintiff specifically acknowledges and agrees to the above payments being paid in the manner set forth above. Notwithstanding said payment, neither party shall be deemed a prevailing party for any purpose.

4. Warranty of Capacity to Execute Agreement. Belcher 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 she has the sole right and exclusive authority to execute this Agreement and receive the benefits specified. She further represents that she 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.

5. Entire Agreement; Contingencies. This Agreement contains the entire agreement between Belcher and the Township 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.

6. Representation of Comprehension of Document. In executing this Agreement, Belcher 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.

7. No Admission of Liability/No Prevailing Party. It is agreed that in settling this matter, the Township, together with its present and past officers, elected or appointed officials, employees, representatives, servants, and agents, are not admitting to any liability or wrongdoing in any fashion and that neither Belcher nor the Township shall be deemed a prevailing party for any purpose.

8. Tax Implication. The Township, its agents, servants, and representatives, make no representation as to the tax consequences or liability arising from any payment made under this Agreement. Moreover, Belcher understands that any tax consequences and/or liability arising from payment to her in accordance with this Agreement shall be her sole responsibility and obligation and neither the Township nor its insurers or reinsurers nor their agents, servants or representatives (past or present) shall be held liable for any payment of any taxes on Belcher's behalf. Belcher agrees that she will pay any and all income tax that may be determined to be due in connection with the payment described above. Since Belcher agrees that she is solely responsible for the payment of taxes on any settlement money received under this Agreement, should the Internal Revenue Service, any State or any other taxing agency/authority or tribunal require the Township or its insurers or reinsurers to pay any taxes, fines, penalties, interest or any other cost related to taxes on behalf of Belcher with regard to the payment received under this Agreement, Belcher agrees to indemnify or

reimburse the Township and its insurers and reinsurers and each of its agents, servants or representatives for any taxes she is required to pay.

9. Liens.

A. Belcher hereby certifies that no liens exist against the proceeds of this settlement, and that if any liens do exist, they will be paid in full, compromised or satisfied and released by Belcher prior to receiving payment. If a lien exists which is not satisfied as required by this Agreement, and a claim is made by anyone to enforce that lien, Belcher agrees that she will pay that lien in full. This representation is intended to include all liens, including, but not limited to, attorneys' liens, medical provider liens, Medicare and Medicaid liens, workers' compensation liens, all statutory or common law liens, and judgment liens. Belcher agrees to indemnify and hold the Township and its insurers and reinsurers and each of its agents, servants, representatives, harmless in connection with any claim made by reason of liens against or tax obligations associated with the proceeds of this settlement. If a claim is hereafter made against the Township or its insurers or reinsurers or each of its agents, servants, representatives, by anyone seeking payment of the liens, Belcher will indemnify and hold the Township and its insurers and its reinsurers and each of their agents, servants, representatives, harmless for any such liens and/or defending against such a claim, including, but not limited to, attorneys' fees, costs of suit, and interest.

B. Belcher hereby understands and acknowledges that the Medicare, Medicaid and SCHIP Extension Act of 2007 (the "Extension Act") requires the reporting to designated representatives of Medicare any settlement in which all future claims are released and the injured party is either a current Medicare beneficiary or

has the potential to be eligible for Medicare benefits within **thirty months** of the settlement. In further consideration of the settlement agreed to herein, Belcher warrants and represents to the Township, its officers, officials, insurers, reinsurers and their attorney(s) the following:

- i. Medicare has made NO CONDITIONAL PAYMENTS for any medical expense or prescription expense on her behalf related to the injuries alleged to have sustained by the Plaintiff in this litigation.
- ii. She is not, nor has she ever been Medicare beneficiaries.
- iii. She is not currently receiving Social Security Disability Benefits.
- iv. She has not been denied, nor has she appealed from a denial of Social Security Disability Benefits.
- v. She does not expect to be eligible for Medicare benefits within the next 30 months.
- vi. She is not in End Stage Renal failure.
- vii. No liens, including but not limited to liens for medical treatment by hospitals, physicians, or medical providers of any kind, have been filed for the treatment of injuries sustained in connection with any matter asserted in this litigation.

All representations made and obligations incurred hereunder shall survive the execution of this Agreement.

10. Non-Disparagement. Belcher agrees and covenants that she shall not make any disparaging statement (oral or written) to any person or in any medium, whether direct or implied, about the Township or its past or present employees, officers, elected or appointed

officials, or representatives, to any person or entity with respect to any acts of or actions taken by the Township or the Claims made by Belcher, including but not limited to the press, through any written and/or oral statement(s) in any medium (e.g., print, Internet) that has, have or may be expected to have the effect of disparaging the Township or its past or present officers, appointed or elected officials, employees, agents, or any related matter or event preceding the Lawsuit.

11. Confidentiality. To the extent permitted by Senate Bill S-121, Belcher agrees:

A. Except as otherwise required by law, to keep confidential the terms of this Agreement and the facts, circumstances, documents, negotiations and proceedings of the litigation underlying the resolution of this dispute.

B. The facts, amounts, circumstances and documents underlying the resolution of this dispute 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.

C. She shall not disclose to any third party (other than tax advisors, retained counsel and immediate family ("Representatives")) that described in A and B above and any other details regarding the settlement of this matter or the terms of this Agreement, and that any such third party to whom disclosure is permitted shall likewise be bound to non-disclosure. Neither Belcher nor her Representatives shall communicate with the media, members of the media or any other non-party regarding this litigation or the fact that a settlement has been reached. In response to any inquiries by third parties, Belcher and her Representatives may not state anything

more than “the matter has been resolved.” Belcher represents that she has not violated this provision as of the date of execution of this Agreement.

D. The Township may be legally required to release this Agreement or otherwise disclose information, under the provisions of the New Jersey Open Public Records Act and other right to know laws, and that any such release of such document or information shall not eliminate or alter the terms and conditions and obligations under subsections A-C above.

ALTHOUGH THE PARTIES MAY HAVE AGREED TO KEEP THE SETTLEMENT AND UNDERLYING FACTS CONFIDENTIAL, SUCH A PROVISION IN AN AGREEMENT IS UNENFORCEABLE AGAINST THE EMPLOYER IF THE PLAINTIFF PUBLICLY REVEALS SUFFICIENT DETAILS OF THE CLAIM SO THAT THE EMPLOYER IS REASONABLY IDENTIFIABLE.

12. Waiver of Future Employment. Belcher hereby acknowledges and agrees that in exchange for the payments made herein, Belcher hereby covenants that she will not seek future employment with the Township and waives any future right or entitlement to be employed by the Township and acknowledges that neither the Township, nor any of its officers, elected or appointed officials, employees or administrator, shall have any obligation to hire and/or employ her in the future.

13. Enforcement of Agreement. Subject to the provisions of Senate Bill S-121, Belcher agrees and covenants, as a condition of the Township’s performance of its obligations under this Agreement, that any violation of the nondisclosure obligations set forth in this Agreement, including, but not limited to, disclosure by counsel, tax advisors or family members, may cause irreparable harm to the Township which shall entitle it to seek monetary

damages, and whatever other remedies are available to them, including, but not limited to injunctive relief and return of the settlement proceeds and for breach of the nondisclosure obligations set forth herein. All such covenants and obligations shall survive the execution of this Agreement. In the event of a breach of any of the terms contained in this Agreement and the non-breaching Party pursues claims against the breaching Party for said breach, the prevailing party shall be entitled to reasonable attorney fees.

14. Stipulation of Dismissal. The Parties agree that only the Stipulation of Dismissal with Prejudice, and not this Agreement, will be filed with the Court.

15. Costs and Expenses. Each party agrees that any expense or cost incurred by Plaintiff or Defendant during and in connection with this litigation shall be sole obligation of such party incurring such expense or cost. Notwithstanding the foregoing, the Township's insurer has agreed to absorb all mediator fees associated with the mediation conducted by the Honorable Frank M. Ciuffani, R.S.C.J in this matter.

16. Other Actions or Claims. Belcher represents that she has not personally filed any actions or claims against any of the named Defendants other than the Complaint referred to in Paragraph 2 hereof.

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

18. Modification. This Agreement may not be modified except by an agreement in writing executed by the Parties hereto.

19. 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.

20. Revocation. Belcher may revoke this Agreement within seven (7) days after the date this Agreement is signed by her. This revocation must take the form of written notice by Belcher that she intends to revoke this Agreement. This revocation must be provided directly to the Township, c/o Mitchell B. Jacobs, Esq., Cleary Giacobbe Alfieri Jacobs, LLC, 955 State Route 34, Matawan, New Jersey 07747. Plaintiff may not waive this seven (7) day revocation period.

21. Date of Agreement. This Agreement shall be dated as of the date it is last signed by any of the parties to the Agreement, which date shall be incorporated on the face page.

I, FAITH BELCHER, HEREBY SIGNS THIS AGREEMENT IN ORDER TO AGREE TO THE DISMISSAL OF ALL CLAIMS, WITH PREJUDICE, AND TO THE RELEASE, WAIVER AND DISCHARGE PROVISIONS AS THEY MAY APPLY, AS SET FORTH IN THIS SETTLEMENT AGREEMENT, GENERAL RELEASE AND WAIVER, IT BEING MY INTENTION TO RELEASE AND DISCHARGE ANY AND ALL CLAIMS I MAY HAVE IN AND TO THE MATTERS IN DISPUTE WHICH ARE REFERENCED IN THE COMPLAINT AND THIS AGREEMENT. I STATE THAT I HAVE CAREFULLY READ THE FOREGOING AGREEMENT, KNOW THE CONTENTS THEREOF, HAVE HAD THE OPPORTUNITY TO DISCUSS THOSE CONTENTS WITH COUNSEL OR OTHER PERSONAL ADVISOR OF MY CHOOSING, FREELY AND VOLUNTARILY CONSENT TO ALL TERMS AND CONDITIONS THEREOF AND SIGN THE SAME AS MY OWN FREE ACT. BY SIGNING BELOW, I FURTHER INDICATE AND ACKNOWLEDGE THAT THIS IS A LEGALLY BINDING DOCUMENT AND THAT I AM FREELY AND VOLUNTARILY GIVING UP CERTAIN RIGHTS TO FILE LEGAL CLAIMS AND TO RELEASE PRIVATE AND CONFIDENTIAL INFORMATION AND INTEND TO ABIDE BY THE PROVISIONS OF THIS AGREEMENT WITHOUT EXCEPTION.

22. 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 (21) day period by signing in the space provided here:

Faith Belcher

FAITH BELCHER

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

Faith Belcher

FAITH BELCHER

Dated: *October 3*, 2023

THE TOWNSHIP OF PISCATAWAY

By: _____

Timothy J. Dacey, Business Administrator

Dated: *11/13*, 2023

