<u>SETTLEMENT AGREEMENT AND RELEASE</u>

AN AGREEMENT by and among **GARY TIMMONS** (the Plaintiff or "I"), and Defendants, Dennis Roohr, Patrick Murphy, George Ivins, and the Township of New Hanover (the Defendants) and **Admiral Insurance Company** (the Carrier).

In consideration of the sum of **Thirty Five Thousand Dollars ($35,000.00)**, lawful money of the United States of America, the receipt whereof is hereby acknowledged, the Plaintiff, **Gary Timmons,** does for himself, his heirs and assigns, hereby release, remise and forever discharge Dennis Roohr, Patrick Murphy, George Ivins, Township of New Hanover, and Admiral Insurance Company [hereinafter referred to collectively as the "Releasees"] and any other person, firm or corporation charged with or chargeable with responsibility or liability on account of the actions and/or alleged negligence of Releasees, their, representatives and assigns, from any and all claims, suits, debts, dues, sums of money, accounts, reckoning, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, demands, costs, expenses, loss of services, attorneys costs and fees, actions and causes of action, arising from any act or occurrence up to the present time and particularly on account of all personal injury, disability, property damage, loss or damages of any kind already sustained or that I may hereafter sustain in consequence of incidents that occurred while employed with the Township of New Hanover, which are the subject of a lawsuit encaptioned <u>Gary Timmons v. Dennis Roohr, Patrick Murphy, George Ivins and the Township of New Hanover</u> in the Superior Court of New Jersey, Law Division, Burlington County, under Docket No.: BUR-L-2044-14 and under Admiral Insurance Claim No. C159533 (hereinafter sometimes referred to as "the Claim").

Two settlement checks will issues, as follows: 1) $25,000.00 paid to Gary Timmons and his attorneys, to F. Michael Daily, Jr., LLC, and 2) $10,000.00 paid to F. Michael Daily, Jr., LLC.

To procure payment of the said sum, I hereby declare: that I am more than 18 years of age; that no representations about the nature and extent of said injuries, disabilities or damages made by any physician, attorney or agent of any party hereby released, or by any insurance representative nor any representations regarding the nature and extent of legal liability or financial responsibility of any of the parties hereby released have induced us to make this settlement; that in determining said sum there has been taken into consideration not only the ascertained injuries, disabilities and damages, but also the possibility that the injuries sustained may be permanent and progressive and recovery therefrom uncertain and indefinite, so that consequences not now anticipated may result from the said incident.

I hereby agree that, as a further consideration and inducement for this compromise settlement, this settlement shall apply to all unknown and unanticipated injuries and damages resulting from said incident, casualty or event, as well as to those now disclosed.

I understand that the parties hereby released admit no liability of any sort by reason of said incident and that said payment and settlement in compromise is made to terminate further controversy respecting all claims for damages that I have heretofore asserted or that I or my personal representative might hereafter assert because of said incident.

I hold Releasees harmless from all liens, including all workers compensation liens, medical liens and expenses, including Medicare liens, or other encumbrances incurred as a result of the referenced incident and the resulting injury and medical, wage or other expenses.

ADDITIONAL AGREEMENTS AND REPRESENTATIONS OF PLAINTIFF REGARDING MEDICARE AND SOCIAL SECURITY DISABILITY INSURANCE (SSDI)

The Parties hereto, in consideration of the Release executed herewith, and representations contained herein, hereby make the following additional representations and enter into the following agreements:

1. Plaintiff, **Gary Timmons**, warrants that his date of birth is April 1, 1970. Plaintiff is currently 46 years old.

2. As of the date of this agreement, Plaintiff, **Gary Timmons**, is not Medicare eligible.

3. As of the date of this agreement, Medicare has not paid for any expenses in connection with the injuries alleged in this Claim.

4. The Plaintiff has a reasonable expectation that she will not require any additional medical services or treatment for the injuries claimed herein, or that if further medical treatment or services are required, Plaintiff will pay for those services with funds from this settlement or other sources, and that, as a result, Medicare will not be required to make payments for any such treatment or services.

5. The parties to this agreement, nonetheless, are aware of 42 USC 1395y (b) (2), the Medicare Secondary Payer Act ("MSPA"), and corresponding regulations at 42 CFR 411.21, et. seq; and of their obligation to avoid any unfair shifting of a primary payer's obligations for medical expenses to the Medicare system. No allocation of settlement proceeds is required to protect the interests of Medicare.

6. In consideration of the payment by the Carrier, and the terms and conditions of this settlement, the Plaintiff and Plaintiff's Counsel herein waive any and all rights to commence any action or lawsuit against the Carrier, as a result of any claim by the United States of America, Medicare, its agents or administrators; including but not limited to the Center for Medicare and Medicaid Services, for any claim brought pursuant to 42 USC §1395Y, based upon any alleged failure to properly protect the interests of Medicare. In addition, the Plaintiff and Plaintiff's Counsel waive any claim or right of action against the Carrier for any denial of benefits by Medicare, on account of this settlement.

7. Based upon the representations and agreements herein above set forth, including any and all other documents and communications incorporated by reference herein, the Plaintiff further agrees to defend, indemnify and hold harmless the Carrier, from any claims concerning the settlement proceeds which may be made against the Carrier by the Plaintiff, the estate of the Plaintiff, the Plaintiff's Counsel, the United States of America, Medicare, its agents and affiliated agencies, including but not limited to the Center for Medicare and Medicaid Services, or any other insurance carrier, for the furnishing or paying of medical care, treatment or services resulting from the injuries alleged by the Plaintiff in this claim. Such indemnity shall include but

is not limited to, any liens asserted, and any claims or amount for which the Plaintiff, Plaintiff's Counsel or representatives, or the Carrier, may become responsible to reimburse the United States of America or Medicare pursuant to the Medicare Secondary Payer Act or any other statute or regulation of the United States Government.

(CAUTION – READ BEFORE SIGNING)

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim concerning any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Applicable to automobile claims only: Any person who knowingly and with intent to injure or defraud any insurer, files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to fines and confinement in prison."

In Witness thereof the Parties hereto have set their hands and seals on this 22nd day of April, 2016.

GARY TIMMONS

STATE OF NEW JERSEY)
COUNTY OF Camden) ss

On this 22, day of April, 2016, before me personally appeared **Gary Timmons,** to me known to be the person who executed the foregoing instrument, and acknowledged he executed the same as his free act and deed.

Maria Sparling
Notary Public (Please affix seal)

My Commission expires: ______________

MARIA SPARLING
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 7, 2016