RELEASE AND SETTLEMENT AGREEMENT

THIS RELEASE, dated October 11, 2018 is given by **FERN LUMPKIN AND FREEDOM LUMPKIN**, referred to as "I/me", to **BRICK TOWNSHIP POLICE OFFICER SCOTT SMITH, BRICK TOWNSHIP POLICE OFFICER JOHN ROTONDO, FICTITIOUS BRICK TOWNSHIP POLICE OFFICERS NOT SPECIFICALLY NAMED, THE BRICK TOWNSHIP POLICE DEPARTMENT**, and its agents, servants, representatives, employees and insurers, referred to as "You". If more than one person signs this Release, "I" shall mean each person who signs this Release.

1. **RELEASE.** I release and give up any and all claims and rights which I may have against You. This releases any and all claims, including those of which I am not aware and those not mentioned in this Release. This Release applies to claims resulting from anything which has happened up to now, and to future claims as described below. I specifically release all claims for personal injury, both physical and emotional, pain and suffering, civil rights violations, property damage, compensatory damages and losses, including punitive damages, attorney's fees, interest and costs of suit, allegedly arising from acts or omissions by **BRICK TOWNSHIP POLICE OFFICER SCOTT SMITH, BRICK TOWNSHIP POLICE OFFICER JOHN ROTONDO, FICTITIOUS BRICK TOWNSHIP POLICE OFFICERS NOT SPECIFICALLY NAMED, THE BRICK TOWNSHIP POLICE DEPARTMENT**, and its agents, servants, representatives, employees and insurers, for the incident that occurred on July 15, 2015, which is the subject matter of the lawsuit entitled: FERN LUMPKIN individually and FERN LUMPKIN as guardian and on behalf of her daughter FREEDOM LUMPKIN v. BRICK TOWNSHIP POLICE OFFICER SCOTT SMITH, BRICK TOWNSHIP POLICE OFFICER JOHN ROTONDO, BRICK TOWNSHIP POLICE OFFICERS JOHN DOE A to F, individually and as agents of the BRICK TOWNSHIP POLICE DEPARTMENT, United States District Court for the District of New Jersey, Case No. 3:17-cv-05021-MAS-TJB and any and all claims for personal injury, both physical and emotional, pain and suffering, civil rights violations, property damage, compensatory damages and all other damages and losses, including punitive damages, attorney's fees, interest and costs of suit, alleged in the future as a result of the incident on July 15, 2015.

I further understand and agree that by executing this Release and accepting the money paid by You, I acknowledge that I have received fair, just, and adequate consideration for any and all claims, and I further understand and agree that by executing this Release and accepting the money paid by You, I have forever remised, released, discharged, and given up any and all claims that I or others might have against You arising from or alleged to arise from the incident on July 15, 2015. I further understand and agree that if any claims are made at any time in the future by me, directly or indirectly, or by or on behalf of my heirs and/or survivors, or by some person in a representative capacity, for pecuniary losses, injuries or damages arising from the current action against You, that You shall be entitled to be indemnified by **FERN LUMPKIN AND FREEDOM LUMPKIN**, their heirs, executors, administrators, or personal representatives, for any sums expended in defending against said claims including, but not limited to, attorneys' fees and all costs of suit together with any sum paid by way of judgment, settlement, or otherwise on account of those claims.

It is further understood and agreed that the payment of the money being paid pursuant to this Release is in full accord and satisfaction, and in compromise of, any and all disputed claims, and that the payment of the money is not an admission of liability but is made for the sole purpose of terminating the litigation between the parties.

In the event I have received or shall receive any monies from any person who hereafter seeks to recover the monies from You by way of a claim or action of any type, including but not limited to subrogation actions and claims and actions or claims for contribution and/or indemnification, I shall indemnify and hold You harmless from and against any judgment entered against You or any payment made by You in connection therewith, and also for any money spent in defending against such claims including, but not limited to, attorney's fees, costs of suit, judgment, or settlement by you.

2. **LIENS.** I hereby certify that if there are any liens against the proceeds of this settlement, they will be paid in full or compromised and released by me out of and from the amount stated in paragraph 4, below. If any liens exist which are not satisfied as required by this Agreement and a claim is made or an action filed against You by anyone to enforce such liens, I agree that I will immediately pay such liens in full. This is intended to include all liens, including but not limited to ERISA liens, attorney's liens, expert fees, liens in favor of hospitals and other medical providers, liens in favor of health and other insurers. Medicare and Medicaid liens, state assistance, assistance from Ocean County Board of Social Services, worker's compensation liens, all statutory or common law liens, and judgment liens. My attorney has investigated the existence of such liens, and I am making this statement based upon information known to me and/or supplied to me by my attorney. Therefore, I agree to indemnify and hold You harmless from and against any and all claims made against You by reason of any liens against the proceeds of this settlement. In addition, in the event a claim is hereafter made or an action is hereafter filed against You by anyone seeking payment of liens, I will indemnify and hold You harmless from and against any money spent in defending against such a claim, including but not limited to, attorney's fees, costs of suit, judgment, or settlement by you.

3. **WARRANTY AS TO MEDICARE INVOLVEMENT.** I understand and acknowledge that the Medicare, Medicaid and SCHIP Extension Act of 2007 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 agreement agreed to herein, I warrant and represent to You the following: 1) Medicare has made no conditional payments for any medical expense or prescription expense on my behalf related to this incident; 2) I am not, nor have I ever been a Medicare beneficiary; 3) I am not currently receiving Social Security Disability Benefits; 4) I have not applied for Social Security Disability Benefits; 5) I have

not been denied, nor have I appealed from a denial of Social Security Disability Benefits; 6) I do not expect to be eligible for Medicare benefits within the next 30 months; 7) I am not in End Stage Renal failure; and 8) no liens, including but not limited to liens for medical treatments by hospitals, physicians, or medical providers of any kind have been filed for the treatment of injuries sustained in this incident.

4. **ATTORNEY'S FEES.** Each party shall bear his or her own attorney's fees and costs, including expert fees, arising from this action and in connection with the Complaint, the Release, and the matters and documents referred to herein, the filing of a Dismissal of the Complaint, and all related matters. I shall be totally responsible for any attorney's liens arising out of representation of me by any attorney which may have been or will be asserted in connection with this claim or related matters.

5. **PAYMENT.** I have been paid a total of $23,000.00 in full payment for making this Release. I agree that I will not seek anything further, including any other payment, from You.

6. **WHO IS BOUND.** I am bound by this release. I specifically understand and agree that all of the terms and conditions of the Release are for the benefit of and are binding upon me, and anyone else who succeeds to our rights and responsibilities. This Release is made for your benefit and for the benefit of all who succeed to your rights and responsibilities, such as your heirs and your estate.

7. **WARRANTY OF CAPACITY TO EXECUTE AGREEMENT.** The persons signing this Release represent and warrant that they have the sole right and exclusive authority to execute this Settlement Agreement and receive the sum specified in it, and that he or she had not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Release.

8. **REPRESENTATION OF COMPREHENSION OF DOCUMENT.** In entering into this Release, I represent that I have relied upon the legal advice of my attorney, who is the attorney of my choice, and that I have read this Release in its entirety

or had it read to me, and that the terms of this Release have been explained to me by my attorney, and that these terms are fully understood and voluntarily accepted by me.

9. **GOVERNING LAW.** This Release shall be construed and interpreted in accordance with the laws of the State of New Jersey.

10. **ADDITIONAL DOCUMENTS.** All parties agree to cooperate fully and to execute any and all supplementary documents and to take all action which may be necessary or appropriate to give full force and effect to the terms and intent of this Release.

11. **NON-DISCLOSURE.** I, including my respective counsel, stipulate that the settlement of this action and this Release are **confidential**. I shall not disclose the amount of the settlement or the terms hereof to any person nor discuss or confirm the same with any person, except my counsel, spouse and/or tax professional. I agree that I am responsible for insuring that my spouse and tax professional understand and comply with this confidentiality provision. I and my counsel agree not to contact the media or make any press release regarding the resolution of this matter. In the event I am contacted by any person regarding the within litigation or this settlement, I shall state that "the matter has been resolved" and that I have "no further comment." In the event I receive a subpoena or court order regarding the terms of this settlement, I shall provide You with at least 10 days notice before complying with said subpoena or court order. I acknowledge that you, may be required to disclose the amount of this settlement, under the Open Public Records Act (OPRA), N.J.S.A. 47:1A-1, et seq., or other law or court order. Any such disclosure by You pursuant to OPRA, or other law or court order, shall not operate as a waiver of the confidentiality of this settlement nor shall it relieve me of my obligation to comply with the terms of this paragraph.

FREEDOM LUMPKIN
By her Guardian Ad Litem

STATE OF NEW JERSEY
COUNTY OF

I certify that on October 11th, 2018 Fern Lumpkin, came before me and acknowledge under oath, to my satisfaction, that he/she has the power and authority to execute this release and to bind Fern Lumpkin and that he/she personally signed this document, and that he/she voluntarily signed, sealed, and delivered this document as his/her act or deed, without coercion or undue in influence by any other person(s).

JAMES M. D'AULERIO
Notary Public of New Jersey
My Commission Expires July 10, 2019
My ID# is 50000248

Notary Public

Fern Lumpkin

FERN LUMPKIN