
Plaintiff
LYNN KIRK

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: OCEAN COUNTY

DOCKET NO. L-568-17

vs.

CIVIL ACTION

Defendant
BERKELEY TOWNSHIP BOARD OF
EDUCATION; ABC CORPORATION 1-10
(fictitious names)

1. **Releasor and Releasees:** This UNCONDITIONAL RELEASE (the "Release"), is given by the releasor. The Releasor is LYNN KIRK referred to as "I" or "Me." If more than one person signs the Release, "I" shall mean each person who signs this Release. The Releasees, hereinafter referred to as "Releasees" or "You," are **BERKELEY TOWNSHIP BOARD OF EDUCATION AND NJSIG** including all of its departments, divisions, agencies, officials, employees and agents, past and present.

2. **Release:** I release and give up any and all claims and rights which I may have against You. This releases all claims, demands, damages, causes of action, or suits which have been or could have been brought related to the events that gave rise to the Complaint, including claims for attorney's fees and costs, any claims of which I am not aware, and any claims not mentioned in this Release. This Release applies to claims resulting from anything which has happened up to now and which may happen in the future, and specifically, as full payment and satisfaction for any and all claims resulting from:

a. Property damage and personal injuries and damages sustained, including but not limited to (if applicable), medical expenses, pain and suffering, income loss, loss of spousal services and/or loss of consortium arising out of an incident which occurred on or about October 30, 2015 which was the subject of a suit captioned Kirk v. Berkeley Township Board of Education, venued in the Superior Court, Law Division, Ocean County, Docket No. L-568-17 and in any other litigation arising out of the same occurrence.

b. Any and all claims and/or liens, past current and/or future arising out of this litigation or asserted against the proceeds of the settlement and agree that such claims and/or liens are to be satisfied by me, including but

not limited to any Medicare or Medicaid claims and/or liens, Worker's Compensation claims and/or liens, Social Security claims and/or liens, hospital/healthcare insurer claims and/or liens, physician or attorney claims and/or liens, or any of the statutory, equitable, common law or judgment claims and/or liens.

c. I further release all claims which might otherwise have been brought in the future by my Estate or my family members under Mauro v. Raymark Industries, 116 N.J. 126 (1989) and Alfone v. Sarno, 87 N.J. 99 (1981) for past, present, or future losses, damages, or injuries. This includes all possible future claims for wrongful death.

3. **Terms:** In consideration of my releasing the claims enumerated in this Release, You have agreed to pay me, in full satisfaction of all of my claims, including my claims for costs and attorney's fees, a total of \$30,000. This check shall be made payable to: Lynn Kirk and Carluccio, Leone, Dimon, Doyle & Sacks. I acknowledge that this is consideration to which I am not otherwise entitled. This sum represents full payment, including all attorney fees, costs, and expenses. I agree that I shall not seek anything further from You. Payment shall not be made unless counsel for Releasees has received this Release signed by Me and notarized, a Child Support Certification, and a signed Stipulation of Dismissal with Prejudice. The signed Stipulation of Dismissal with Prejudice will be held until my attorney receives the payment.
4. **Taxes:** I shall be solely responsible for the payment of appropriate taxes on this settlement, if any, and I agree and understand that the Releasees have not made any representation to Me regarding the tax treatment of the sums paid pursuant to this Release. In the event a claim for such taxes, and/or penalties and interest, is assessed by any taxing authority, I agree to, and do hereby hold the Releasees harmless and indemnify Releasees against any and all tax liability, interest and/or penalties as due thereon from Me.
5. **Liens:** I shall be solely responsible for the payment of any claims or liens that may be asserted against the proceeds of this settlement. In the event a claim or lien for such payment is asserted by anyone, including Medicare and/or Medicaid, I agree to make those payments and to defend and indemnify Releasees against any such claim or lien, including the payment of any fines, charges and attorney's fees. Failure to satisfy any such lien shall constitute a breach of this Release and I agree to pay all costs, interest and attorney's fees associated with any such claim or lien.
6. **Attorney's fees:** This Release includes all claims for attorney's fees and costs.

7. **No Admission of Liability:** Releasees expressly deny the validity of my disputed claims and nothing contained herein may be used or viewed as an admission of liability by Releasees.

8. **Dismissal of Lawsuit:** I hereby authorize and instruct my legal counsel of record to sign a Stipulation of Dismissal with Prejudice and Without Costs as to all claims and all Releasees named in the matter referenced above and to provide same to counsel for Releasees at the time of execution of this Release. The Stipulation of Dismissal shall be filed by counsel for Releasees upon tender of the settlement check to my attorney.

9. **Non-Assignment:** I acknowledge that none of the proceeds given herein have been assigned.

10. **Counterparts:** This Release may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single Release.

11. **Who is Bound:** I am bound by this Release. Anyone who succeeds to my rights and responsibilities, such as my heirs or the executor of my estate, is also bound. This Release is made for your benefit and all who succeed to your rights and responsibilities, such as your heirs or the executor of your estate.

12. **Severability:** The provisions of this Release are severable and if any part of it is found to be illegal or unenforceable for any reason, the other provisions shall remain fully valid and enforceable.

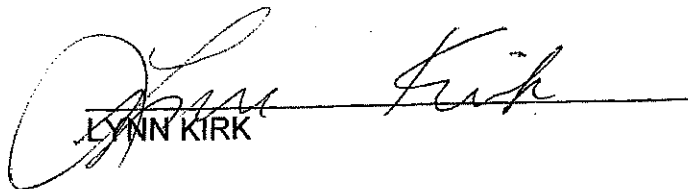
13. **Choice of Law:** This Release shall be governed, construed, and enforced in accordance with the laws of the State of New Jersey, without regard to that state's conflict of laws rules and principles.

14. **Child Support Certification:** I hereby acknowledge and understand my obligation to comply with the legal 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 Releasees with said documentation prior to the Releasees' disbursement of the Payment. I agree that I shall direct my attorneys to perform the judgment search required by N.J.S.A. 2A:17-56.23b, and deliver a copy of the certification to Releasees' counsel. I further understand and acknowledge that, (a) no settlement funds due to me under this Release shall be released prior to the receipt of the judgment search certification, and (b) any fees incurred, and payments made, by Releasees in connection with N.J.S.A. 2A:17-56.23b shall be deducted from the payment prior to its disbursement to me.

15. **Entire Agreement:** This Release contains the entire agreement between the Releasor and Releasees and supersedes any prior written or oral agreements, understandings or arrangements.

16. **Signatures:** I understand and agree to the terms of this Release, have had sufficient opportunity to review it with counsel of my choice, and sign it knowingly and voluntarily. I warrant that I am of legal age and under no legal disability of any kind and I am fully competent to execute this Release.

Date 10-11-18


LYNN KIRK

Sworn and subscribed to me on this

11th day of October, 2018.


Notary Public – State of New Jersey

Print Name: NANCY A. Nichols

My Commission Expires: 8/29/21

NANCY A. NICHOLS
A Notary Public of New Jersey
My Commission Expires August 29, 2021