

RELEASE AND SETTLEMENT AGREEMENT

THIS RELEASE, dated October 11, 2015 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.

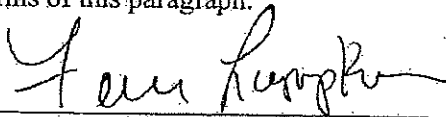
8. **REPRESENTATION OF COMPREHENSION OF DOCUMENT.** In entering into this Release, I represent that I have relied upon the legal advice of my attorney, who is the attorney of my choice, and that I have read this Release in its entirety

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.



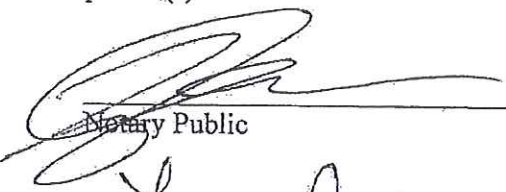
FREEDOM LUMPKIN

By her Guardian Ad Litem

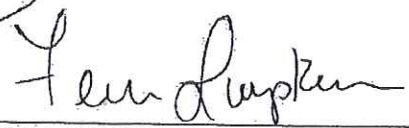
STATE OF NEW JERSEY
COUNTY OF

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 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

RELEASE AND SETTLEMENT AGREEMENT

THIS RELEASE, dated 7/16/12 is given by SALEM COFI, referred to as "I", to TOWNSHIP OF BRICK, SGT. TERRANCE COVERT, INV. KRISTOPHER DEMARCO, PTL. LAWRENCE PETROLA and LT. FRANK DOCHERTY and their agents and employees, 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 from personal injuries, both physical and emotional, and all other losses and damages, including punitive damages, allegedly arising from acts or omissions by the TOWNSHIP OF BRICK, SGT. TERRANCE COVERT, INV. KRISTOPHER DEMARCO, PTL. LAWRENCE PETROLA and LT. FRANK DOCHERTY, and their agents and employees, for the events occurring on and about January 8, 2009 which is the subject of lawsuit in COFI v. TOWNSHIP OF BRICK, ET AL., Civil Action No. 11-87 (MLC-LHG), and any and all claims for personal injuries and all other damages and losses, including punitive damages, alleged in the future as a result of the acts or omissions of the TOWNSHIP OF BRICK, SGT. TERRANCE COVERT, INV. KRISTOPHER DEMARCO, PTL. LAWRENCE PETROLA and LT. FRANK DOCHERTY alleged in Civil Action No. 11-87 (MLC-LHG).

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 any acts or omissions by the TOWNSHIP OF BRICK, SGT. TERRANCE COVERT, INV. KRISTOPHER DEMARCO, PTL. LAWRENCE PETROLA and LT. FRANK DOCHERTY, and their agents and employees as described above. 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 SALIM COFF's 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 SALIM COFF's 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 5, 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 attorney's liens, liens in favor of hospitals and other medical providers, liens in favor of health and other insurers, Medicare and Medicaid liens, 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 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 \$275,000 in full payment for making this Release, with said payment represented as follows: \$275,000 from the **TOWNSHIP OF BRICK**. 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 person signing this Release represents and warrants 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 no sold,

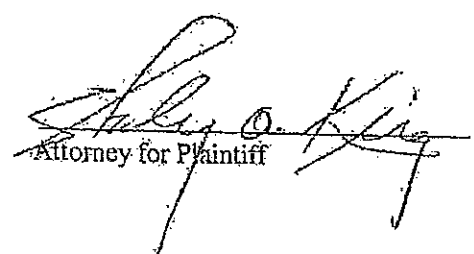
assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Release.

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.


SALIM COBI


Attorney for Plaintiff

STATE OF NEW JERSEY
COUNTY OF

I certify that on July 16, 2012, Salim Cobi, 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 Salim Cobi, 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 influence by any other person(s).



Notary Public **LORI L. ROBICHAUD**
A NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 4/21/2015

SETTLEMENT AGREEMENT AND RELEASE

This **SETTLEMENT AGREEMENT AND RELEASE** (this "Agreement"), effective as of October __, 2013 (the "Effective Date"), is made by and between **OCEAN MONMOUTH CARE, L.L.C.** (the "Clinic") and **TOWNSHIP OF BRICK, NEW JERSEY** ("Brick Township"). The Clinic and Brick Township shall hereinafter singularly be referred to as a "Party" and collectively be referred to as the "Parties."

RECITALS

WHEREAS, on July 27, 2011, the Clinic filed a Complaint in the United States District Court for the District of New Jersey (the "Court") captioned *Ocean Monmouth Care, LLC v. Township of Brick and John Doe Police Officers ## 1 Through 20*, Civil Action No. 11-cv-04315, asserting claims under the United States Constitution, 42 U.S.C. §1983, the Americans with Disabilities Act, 42 U.S.C. §12101, *et seq.*, and §504 of the Rehabilitation Act of 1973, 29 U.S.C. §793 (the "Action");

WHEREAS, in the Action, the Clinic alleged that Brick Township and certain of its police officers unlawfully discriminated against persons with disabilities and sought money damages to compensate for the harm the Clinic has suffered as a result of Brick Township's discriminatory and unconstitutional acts, including, but not limited to, profiling and harassing the Clinic's patients on the basis of their opiate addiction;

WHEREAS, Brick Township filed an Answer and Counterclaim in the Action and denied any wrongdoing, including profiling and harassing the Clinic's patients, or violating the United States Constitution, 42 U.S.C. §1983, the Americans with Disabilities Act, 42 U.S.C. §12101, *et seq.*, and §504 of the Rehabilitation Act of 1973, 29 U.S.C. §793;

WHEREAS, the Clinic filed a Reply to Brick Township's Counterclaim, denying any wrongdoing or violation of law;

WHEREAS, the Parties appeared for a settlement conference on July 17, 2013 before the Honorable Douglas E. Arpert, U.S.M.J.; and

NOW, THEREFORE, in consideration of the covenants set forth herein and for other good and valuable consideration, the adequacy, sufficiency, and receipt of which is hereby acknowledged, the Parties hereby state and agree as follows:

I. Performance

A. Payment of Settlement Sum

1. In consideration of the Releases set forth in Section II of this Agreement, Brick Township agrees to pay the Clinic the sum of thirty-six thousand dollars [\$36,000.00] (the "Settlement Sum") within forty-five (45) days of execution of this Agreement.

2. The Parties agree that each shall bear their own costs and expenses,

including, but not limited to attorneys' fees, in connection with the Legal Action, except in the event that a Party pursues an action to enforce their rights under the Agreement, which, if successful, shall entitle the moving Party to reimbursement of all attorneys' fees and costs.

B. *Police Conduct*

1. Brick Township hereby covenants and agrees that, from this day forward to the end of time:

a. The Brick Township Police Department denies any wrongdoing. The Brick Township Police Department regularly trains its sworn personnel in the area of the 4th Amendment, specifically covering reasonable suspicion and probable cause requirements and restrictions. The department strictly adheres to the Attorney General's guidelines that apply to Internal Affairs investigations and civilian complaints.

b. Since receiving the Clinic's initial complaint, the Brick Township Police Department has reinforced its policies with police officers and supervisors and continues to monitor police activity in that area.

c. The Brick Township Police Department has not and will not discriminate against the Clinic's patients through the practice and custom of profiling the Clinic's patients and approaching, stopping and seizing them because they suffer from opiate addiction, while permitting other citizens to be left alone under similar circumstances, in violation of 504 of the Rehabilitation Act of 1973, 29 U.S.C. §793;

d. The Brick Township Police Department has not and will not discriminate against the Clinic's patients through the practice and custom of profiling the Clinic's patients and approaching, stopping and seizing them because they suffer from opiate addiction, while permitting other citizens to be left alone under similar circumstances, in violation of the Americans with Disabilities Act, 42 U.S.C. §12101;

e. The Brick Township Police Department has not and will not violate the civil rights of the Clinic's patients through the practice and custom of profiling the Clinic's patients and approaching, stopping and seizing them because they suffer from opiate addiction, without reasonable suspicion or probable cause unrelated to patient's treatment for opiate addiction.

f. A written order will be distributed to all command and supervisory personnel of the Brick Township Police Department to monitor police activity near the Clinic and involving any Clinic employees or patients. Any suspected violations shall be investigated pursuant to the Brick Township Police Department Internal Affairs Investigation Policy and the Attorney General's Guidelines for the State of New Jersey.

g. Notification of the outcome of those investigations will be in writing from the Chief of Police to the complaining party pursuant to the Brick Township Police Department Internal Affairs Investigation Policy and the Attorney General's Guidelines for the State of New Jersey.

h. Nothing contained herein shall restrict the Brick Township Police Department from performing its required duties pursuant to the laws of the State of New Jersey.

C. *Dismissal*

Respective counsel for the Parties shall execute a Stipulation of Dismissal With Prejudice and Without Costs, whereby the Action and all claims, counterclaims, and causes of action asserted therein shall be voluntarily dismissed with prejudice. Counsel for the Clinic shall file said Stipulation in the Action within five (5) business days of receipt of a fully-executed copy of this Agreement.

D. *Jurisdiction*

The Court has jurisdiction over the Parties and the subject matter of the Action. The Court shall retain jurisdiction over the Parties to enforce and administer the terms of this Agreement after the Effective Date.

II. *Release*

A. The "Clinic Releasing Parties" and the "Clinic Released Parties" mean the Clinic, and each of its respective past, present and future parent companies, subsidiaries, divisions, related entities, affiliated entities, assigns, predecessors and successors, and each of their respective past, present and future directors, officers, partners, principals, members, stockholders, owners, employees, agents, servants, subrogees, insurers, co-insurers, re-insurers, attorneys, and representatives, and any and all persons (natural or corporate) in privity with them or acting in concert with them or any of them.

B. The "Brick Township Releasing Parties" and the "Brick Township Released Parties" mean Brick Township, and each of its respective past, present and future parent companies, subsidiaries, divisions, related entities, affiliated entities, assigns, predecessors and successors, and each of their respective past, present and future directors, officers, partners, principals, members, stockholders, owners, employees, agents, servants, subrogees, insurers, co-insurers, re-insurers, attorneys, and representatives, and any and all persons (natural or corporate) in privity with them or acting in concert with them or any of them.

C. In consideration of this Settlement Agreement, the Clinic Releasing Parties do hereby release and forever discharge the Brick Township Released Parties, jointly and severally, from any and all actions, claims, counterclaims, cross-claims, causes of action, remedies, damages, liabilities, debts, suits, liens, demands, costs,

expenses, fees, controversies, set-offs, third-party actions or proceedings, whether at law, equity, administrative, arbitration or otherwise, whether before a local, state, or federal court, or before a state or federal administrative agency or commission, whether known or unknown, foreseen or unforeseen, accrued or unaccrued, liquidated or unliquidated, suspected or unsuspected, asserted or unasserted, which the Clinic Releasing Parties may now have or ever had or hereafter claim to have, including but not limited to those asserted or that could have been asserted in the Legal Action, against any and each of the Brick Township Released Parties.

D. In consideration of this Settlement Agreement, the Brick Township Releasing Parties do hereby release and forever discharge the Clinic Released Parties, jointly and severally, from any and all actions, claims, counterclaims, cross-claims, causes of action, remedies, damages, liabilities, debts, suits, liens, demands, costs, expenses, fees, controversies, set-offs, third-party actions or proceedings, whether at law, equity, administrative, arbitration or otherwise, whether before a local, state, or federal court, or before a state or federal administrative agency or commission, whether known or unknown, foreseen or unforeseen, accrued or unaccrued, liquidated or unliquidated, suspected or unsuspected, asserted or unasserted, which the Brick Township Releasing Parties may now have or ever had or hereafter claim to have, including but not limited to those asserted or that could have been asserted in the Action, against any and each of the Clinic Released Parties.

E. For the sake of clarity, the Parties understand and agree that Sections II(C) and II(D) do not release any rights and remedies that any Party may have against any other Party for non-performance of such Party's obligations under this Agreement, particularly with respect to Sections I(A) through I(C).

F. The Parties further understand and agree that Sections II(C) and II(D) do not release any actions, debts, claims, counterclaims, defenses, demands, liabilities, damages, causes of action, costs, expenses and compensation of any kind or nature, in law or equity, which they may have against each other and/or their predecessors, successors, assigns, employees, partners, affiliates, associates, agents, representatives, directors, officers, members, subsidiaries, related corporations, parent companies, shareholders, principals, underwriters and attorneys arising after the execution of this Agreement.

III. Compromise

It is expressly understood and agreed that the performance of the obligations set forth in Sections I(A) through I(B) above is in full accord and satisfaction and in complete compromise of all claims, causes of action, etc. released by the Parties pursuant to Sections II(C) and II(D) above. This Agreement is the result of a compromise and shall never be construed as an admission by any Party of any liability, wrongdoing, responsibility, or violation of any federal or state statute or common law rights. The Parties expressly deny any such liability, wrongdoing, or responsibility. This Agreement results solely from the respective desires of the Parties to avoid the costs of further litigation. If this Agreement is terminated for any reason, neither this

Agreement nor the fact that it was entered shall be offered by any person or entity, or be received or construed, as an admission, a finding, or evidence for any purpose.

IV. Choice Law and Venue/Costs and Attorney's Fees

This Agreement shall be governed by and construed in accordance with federal law and the laws of the State of New Jersey, which laws shall prevail in the event of any conflict of law. The Parties consent that in the event of any breach hereof by one Party, the other Party shall be entitled to all available equitable and legal relief. Any dispute in any way whatsoever arising out of or related to this Agreement or its subject matter shall be brought by way of civil action venued in the United States District Court for the District of New Jersey. The prevailing party in any such civil action shall be entitled to an award of costs of suit and attorney's fees incurred.

V. Miscellaneous

A. By executing this Agreement, the Parties each respectively represent and acknowledge that they do not rely upon, and have not relied upon, any representation or written or oral statement not set forth in this Agreement and made by the other or its counsel with regard to the subject matter, basis, or effect of this Agreement or otherwise. In entering into this Agreement, the Parties each respectively represent that they have carefully reviewed, studied, and considered the terms of this Agreement and that they have relied upon the advice of counsel of their choice, or any such other persons as they may have deemed appropriate, and that the terms of this Agreement are fully understood and voluntarily accepted, without any duress or coercion of any kind.

B. Nothing in this Agreement is intended to violate any law or shall be interpreted to violate any law. If any part or provision of this Agreement is finally determined to be invalid or unenforceable under applicable law by a court of competent jurisdiction, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of said part or provision or the remaining parts or provisions of this Agreement.

C. The Parties cooperated in the drafting of this Agreement, and in the event that it is determined that any provision herein is ambiguous, that provision shall not be presumptively construed against any Party.

D. This Agreement sets forth the entire understanding of the Parties with respect to the subject matter hereof and may not be amended or revoked except as in writing executed by the Parties. No oral statement of any Party shall modify or otherwise affect the terms of this Agreement.

E. This Agreement may not be amended or revoked except by a written instrument executed by the Parties.

F. This Agreement shall bind the Parties and their respective heirs, successors and assigns.

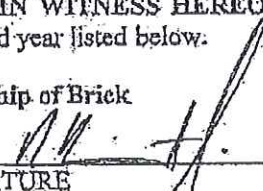
G. This Agreement may be executed by facsimile, or via electronic mail copy and/or in identical counterparts each of which shall constitute an original and all of which shall constitute one and the same Agreement.

H. Each of the signatories to this Agreement represents and warrants that he or she is authorized to execute this Agreement and to bind the Parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year listed below:

Township of Brick


SIGNATURE

BY:

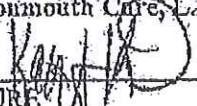
Nils R. Bergquist, Jr.
Chief of Police

TITLE

DATED:

10/14/13

Ocean Monmouth Care, L.L.C.


SIGNATURE

BY:

KEN KEELER

CEO

TITLE

DATED:

10/13/13

Release

This Release, dated

10/16/17

, is given

BY the Releasor(s) **Winer Benjamin**
1903 Breckenridge Place
Toms River, NJ 08755

referred to as "I,"

TO Township of Brick Police Department, Det. Robert Shepard Det. Thomas Cooney, Sgt. Arthur Rivaldo and John Doe
401 Chambersbridge Road
Brick, NJ 08723

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, give up and forever discharge any and all claims and rights which I may have against You. This releases 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. I specifically release the following claims:

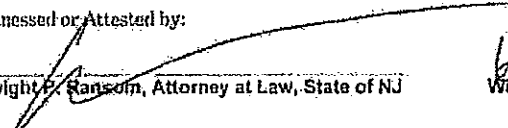
See 1 in Addendum

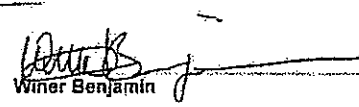
2. Payment. I have been paid a total of \$4,000.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, in full payment for making this Release. I agree that I will not seek anything further, including any other payment, from You.

3. 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.

4. Signatures. I understand and agree to the terms of this Release. If this Release is made by a corporation, its proper corporate officers sign and its corporate seal is affixed.

Witnessed or Attested by:


Dwight P. Ransom, Attorney at Law, State of NJ


Winer Benjamin

(Seal)

(Seal)

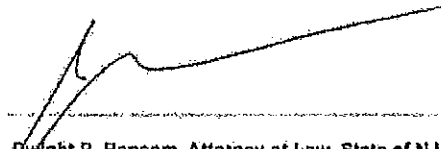
STATE OF NEW JERSEY, COUNTY OF MONMOUTH

SS:

I CERTIFY that on OCT 16, 2017
Winer Benjamin

personally came before me and stated under oath to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument; and,
- (b) executed this instrument as his or her own act.


Dwight P. Ransom, Attorney at Law, State of NJ

Print name and title below signature.

Addendum

1. For any and all claims arising out of a series of incidents which occurred as a result of interactions between the Releasor and Releasee ~~2225~~ on or about August 27, 2014, This action forms the basis of a lawsuit presently pending in the Superior Court of New Jersey, Law Division, Ocean County bearing Docket Number OCN-L-~~2225~~-16.

This Release shall include any and all claims for invasion of privacy, violation of state and federal law, respecting the motor vehicle stop and search, search of Releasor's premises, psychological damages, pain and suffering, and punitive damages including attorneys fees and cost of suit.

I personally guarantee that all liens and/or monetary obligations owed, whether public or private, for medical bills, Medicare, Medicaid, Workers' Compensation, Welfare/public assistance, Child Support, or otherwise, have been satisfied and paid off by me or will be satisfied and paid off in their entirety by me and/or my authorized agent, to the extent required by law, out of the funds received pursuant to this Release/Settlement. I further agree to indemnify and hold harmless you, your insurance company, your attorneys, and my attorney from any liability they may incur to any lien holder for the payment of any actual or equitable lien amount, or monies owed, as described.

Dated:

10/14/17


Winer Benjamin

**RELEASE OF ALL CLAIMS
PLEASE READ CAREFULLY BEFORE SIGNING**

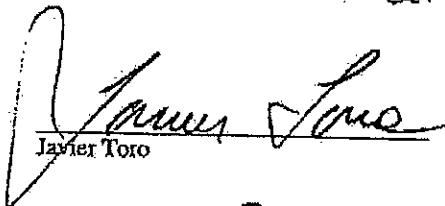
In consideration of the payment to be made by or on behalf of Township of Brick, New Jersey, of the sum of three thousand dollars--00/100 (\$3,000.00) dollars and other good and valuable consideration, the receipt whereof is hereby acknowledged, I Javier Toro, hereinafter, individually and collectively referred to as "Releasor", myself, my heirs, executors, administrators, agents, successors and assigns hereby agree as follows:

1. Releasor hereby fully and forever release, acquit, remise and discharge Brick Township and Brick Police Department (hereinafter, both individually and collectively referred to as ("Releasees"), his/her/their/its agents, servants, successors, heirs, executors, administrators, firms and corporations whomsoever of and from any and all claims, causes of actions, right of actions, manner of actions, demands, damages, and liabilities, of whatever kind or nature, including but not limited to claims for personal injuries, property damage, loss of earning capacity, loss of consortium, liens of whatever nature or kind, demands for payments for medical bills, consequential damages or any other claims which Releaseors have or have had from the beginning of this world to this date, including all known or unknown injuries arising out of, in consequence of, or in any way connected with or resulting from an arrest and/or detention on or about the 4th or 5th day of December, 2013 in the Townships of Lakewood and Brick, New Jersey.
2. Releasor hereby acknowledges and agrees that no promise or inducement which is not herein expressed has been made and that in executing this Release, we do not rely upon any statement or representation made by the Releasees.
3. Releasor understand that this settlement is the compromise of a doubtful and disputed claim, and that the payment is not to be construed as an admission of liability upon the part of the persons, firms or corporations hereby released by whom liability is expressly denied.
4. Releasor acknowledge and agree to save harmless and indemnify said Releasees from any and all medical expenses, deductibles, or liens which may be asserted against said Releasees and arising out of the aforementioned loss.
5. Releasor hereby acknowledge that we have read this Release carefully, and that we have been afforded sufficient time to understand the terms and effects of the Release, and that we fully understand all of the terms and effects of said Release, and that the Releasees have made no representations inconsistent with the terms herein.

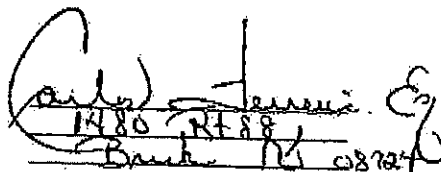
This release contains the **ENTIRE AGREEMENT** between the parties hereto, and the terms of this release are contractual and not a mere recital.

THE RELEASOR HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTAND IT.

Signed, sealed and delivered this 21 day of Nov, 2014.


Javier Toro

WITNESS:
ADDRESS:


1480 RT 88
Brick NJ 08724

CHARLES E. STARKEY
WILLIAM V. KELLY
Certified by the Supreme Court of New Jersey
As a Civil Trial Attorney
Civil Trial Specialist
National Board of Trial Advocacy
NATALIE POUCH (N.J. & PA. BAR)
SCOTT W. KENNEALLY
KEVIN N. STARKEY (N.J. & N.Y. BAR)
WILLIAM P. CUNNINGHAM
Certified by the Supreme Court of New Jersey
As a Criminal Trial Attorney
TERRANCE L. TURNBACH

DINA R. KHAJEZADEH
CLIFFORD P. YANNONE

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1593 ROUTE 88 WEST
BRICK, NEW JERSEY 08724

TWO HOOPER AVENUE
TOMS RIVER, NEW JERSEY 08753

732-840-5900 / 732-840-5901 FAX

EMAIL: STARKEYKELLY.COM

WWW.STARKEYKELLY.COM

SPECIAL COUNSEL
EDWARD J. TURNBACH

OF COUNSEL
DANIEL M. HURLEY
ALTON D. KENNEY
Certified by the Supreme Court of New Jersey
As a Criminal Trial Attorney

HAROLD CORLEY WHITE (1934-1993)
ROBERT H. DOHERTY, JR. (1922-1993)

PLEASE REPLY TO: BRICK

REAL ESTATE FAX: 732-458-3128

July 1, 2016

VIA FACSIMILE
AND REGULAR MAIL

Honorable James Den Uyl, J.S.C.
Superior Court of New Jersey
Ocean County/Law Division
100 Hooper Avenue
P.O. Box 2191
Toms River, New Jersey 08754

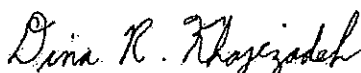
Re: Romano v. Township of Brick, et al.
Docket No.: OCN-L-1963-14

Dear Judge Den Uyl:

This office represents Defendants, the Township of Brick, Police Officer Cook and Police Officer Williams, in the above-referenced matter. I have enclosed herein the original and one copy of a Consent Order detailing the terms of a settlement entered into between the parties pursuant to Rule 4:21A-6(b)(2). If the Consent Order meets with Your Honor's approval, kindly sign the Order, and please return a stamped "filed" copy of same to the undersigned in the self-addressed, stamped envelope enclosed herein.

Thank you very much for all your courtesies and consideration.

Respectfully,


Dina R. Khajezadeh

cc: Trevor Corso, Esq. (w/enc.; via facsimile (201) 865-7411 and regular mail)
Robin Sulzer, Qual-Lynx (w/enc.; via electronic mail)

Dina R. Khajezadeh, Esq. (ID: 042571987)
Starkey, Kelly, Kenneally, Cunningham & Turnbach
1593 Route 88 West
Brick, NJ 08724
(732) 840-5900
Attorneys for Defendants,
Township of Brick,
Police Officer Cook
and Police Officer Williams

NICHOLAS ROMANO,

Plaintiff,

vs.

TOWNSHIP OF BRICK, POLICE
OFFICER COOK, POLICE OFFICER
WILLIAMS and JOHN DOE A through
JOHN DOE Z (Names fictitious
and otherwise Unknown),

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION-OCEAN COUNTY

Docket No. OCN-L-1963-14

Civil Action

CONSENT ORDER

This matter having been opened to the Court by Starkey,
Kelly, Kenneally, Cunningham & Turnbach, attorneys for
Defendants, Township of Brick, Police Officer Cook and Police
Officer Williams, for the entry of an Order pursuant to New
Jersey Court Rule 4:21A-6(b)(2) detailing the terms of

settlement and providing for dismissal of this action, and good cause having been shown,

IT IS on this _____ day of _____, 2016,

ORDERED that the parties hereby acknowledge and confirm that they have agreed to settle this lawsuit, and Defendants have agreed to pay the sum of \$2,000.00 to Plaintiff as a full and final settlement of this matter; and

IT IS FURTHER ORDERED that Defendants make no admission of liability or wrongdoing; and

IT IS FURTHER ORDERED that counsel for Defendants will prepare a Stipulation of Dismissal with Prejudice to be filed with the Court and a Release to be executed by Plaintiff; and

IT IS FURTHER ORDERED that a copy of this Order shall be forwarded to all counsel of record within ____ days of the receipt hereof by counsel for Defendants.

J.S.C.

We, the undersigned, hereby consent to the form and entry of this Consent Order.

The Law Office of Trevor R. Corso
Attorney for Plaintiff

By:

TREVOR R. CORSO, ESQ.

STARKEY, KELLY, KENNEALLY,
CUNNINGHAM & TURNBACH
Attorneys for Defendants,
Township of Brick,
Police Officer Cook and
Police Officer Williams

By: Dina R. Khajezaeh
DINA R. KHAJEZAEH, ESQ.

