

RELEASE

~~November~~
This RELEASE, dated ^{December} ~~November~~ 23, 2022 is hereby given:

BY the Releasor: **Maureen Scafidi**, referred to hereinafter as "YOU" or "YOUR" or "PLAINTIFF,"

TO: Township of Franklin, Robert Vornlocker, including all of its agents, elected officials, officers, employees and assignees;

1. Release. PLAINTIFF **Maureen Scafidi** hereby releases and hereby surrenders any and all claims and rights which she may have against these DEFENDANTS, its employees and elected officials, its agents and/or its assigns. The effect of this RELEASE is to waive all of PLAINTIFF'S claims against these DEFENDANTS, including any present substantive claims, including those that PLAINTIFF is not presently aware of, and those that are not specifically mentioned in the Complaint on PLAINTIFF'S behalf or in this RELEASE arising from the claims made only in this Complaint as in existence from the beginning of time through the date this RELEASE is signed. PLAINTIFF also specifically releases and dismisses the following claims:

All claims as set forth in the civil action entitled Scafidi v. Township of Franklin, et al. filed in the Superior Court of New Jersey, Somerset County under Docket No. SOM-L-1048-21, including any claims not pleaded therein or any claims cognizable or allowable pursuant to amendment against these DEFENDANTS, including but not limited to claims arising under any state civil rights laws and/or federal law, including but not limited to any and all claims to the EEOC; Plaintiff further agrees to withdraw any and all EEOC claims that may be currently pending and/or have been filed to date.

2. Terms and Conditions. PLAINTIFF hereby acknowledges that she is being paid the total sum of **\$70,000.00** in full and final payment for making this RELEASE, in a single draft in that amount made payable to the order of "*Maureen Scafidi and Cahn & Parra, LLC, as Attorneys*".

3. Understanding of the Parties. This lawsuit is being settled, and PLAINTIFF hereby agrees that PLAINTIFF will not seek anything further, including any other payment, from the DEFENDANTS as to the claims made in the Complaint. Furthermore, PLAINTIFF hereby expressly agrees that the PLAINTIFF is solely responsible for the payment of all attorneys fees and costs payable to PLAINTIFF'S own attorneys, and PLAINTIFF hereby agrees that none of the parties to this settlement is considered to be a "prevailing party" under state law, such that each party herein, including PLAINTIFF, hereby waives and releases her claim against the DEFENDANTS for attorney's fees and costs pursuant to any state or federal law or pursuant to the Court Rules, and Plaintiff hereby agrees to be responsible, upon Plaintiff's signing of this RELEASE, for the payment of Plaintiff's own attorney's fees and expenses.

4. No Admissions as to Liability or Damages. PLAINTIFF hereby agrees that the DEFENDANTS have not admitted to any liability, nor has any person, elected official, officer, agent, or employee of the DEFENDANTS admitted to any wrongdoing or to any violations of any federal or state laws or statutes or regulations or any ordinances, and Plaintiff hereby acknowledges that it is the intention of the parties to this RELEASE and settlement to enter into said settlement solely for the purpose of amicably resolving any and all matters in controversy or in dispute, and to avoid the further expenditure of attorney's fees and other costs that would result from continued and protracted litigation in this employment-related matter.

5. Entire Agreement. PLAINTIFF hereby agrees that the foregoing represents the entire Agreement between the parties, and supersedes any and all prior agreements or understandings, written or oral, if any between the parties.

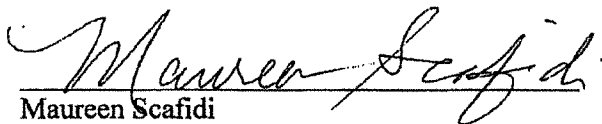
6. Review of Release. PLAINTIFF hereby agrees and certifies that PLAINTIFF has read the entire RELEASE, that PLAINTIFF fully understands the terms and conditions as outlined in the RELEASE, that PLAINTIFF has conferred with her attorney and has asked all relevant questions of her attorney concerning the terms and conditions of this RELEASE and the settlement of her claims, and that PLAINTIFF has voluntarily signed said RELEASE in agreement with all the provisions contained herein.

7. Who is Bound. PLAINTIFF is bound by this RELEASE. Anyone who succeeds to PLAINTIFF'S rights and to PLAINTIFF'S responsibilities. To the extent that PLAINTIFF possesses a statutory or common law claim for reimbursement of attorneys fees, costs or disbursements associated with the prosecution of this action pursuant to the decisional or common law of this state or pursuant to any state or federal law or regulation, it is also PLAINTIFF'S intention that PLAINTIFF'S attorneys also be bound by this RELEASE as to PLAINTIFF'S claim for reimbursement of attorneys fees, costs or disbursements. Plaintiff hereby acknowledges that this RELEASE is also made for the benefit of DEFENDANTS, its elected officials, officers, agents, and employees, and for the benefit of all who succeed to DEFENDANT'S rights and to the Township of Franklin's duties and responsibilities.

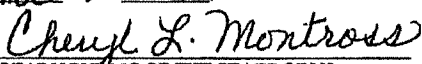
8. Severability. If any portion of this RELEASE shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this RELEASE is invalid or unenforceable but that by limiting such provision the RELEASE would become valid or enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

9. Taxability. PLAINTIFF hereby agrees that no representations have been made by this DEFENDANT or her own legal counsel, who has instructed her to consult with a Certified Public Accountant, as to either the taxability or non-taxability of this settlement, and PLAINTIFF hereby waives any and all claims against the DEFENDANTS in the event that federal or state authorities deem this settlement or any portion thereof to be taxable, and upon such an occurrence PLAINTIFF, and PLAINTIFF alone, is solely responsible for the payment of any such taxes that PLAINTIFF may have incurred.

10. Signatures. PLAINTIFF understands and hereby agrees to be bound by the terms and the conditions of this RELEASE, as attested to by PLAINTIFF'S signature, which signature is made in the presence of PLAINTIFF'S attorney or a licensed Notary Public.


Maureen Scafidi

Dated:

Sworn and subscribed before me this 23rd
December day of _____, 2022

NOTARY PUBLIC OF THE STATE OF NJ

CHERYL L. MONTROSS
A Notary Public of New Jersey
My Commission Expires March 7, 2027