Township of Robbinsville
County of Mercer

Resolution 2018-147

RESOLUTION APPROVING SETTLEMENT AGREEMENT IN MATTER OF N.S. and S.S., et al. v. TOWNSHIP OF ROBBINSVILLE ET AL.,

WHEREAS, N.S and S.S filed a lawsuit in the Superior Court of New Jersey, Law Division, Mercer County against the Township of Robbinsville and the Robbinsville Township Police Department, in which the Township was represented by defense counsel appointed by the Joint Insurance Fund (JIF); and

WHEREAS, the parties to the litigation negotiated a settlement by and through their respective counsel with payment to Plaintiff S.S in the amount of $130,000.00 and payment to Plaintiffs N.S. and S.S. as Guardian Ad Litem on behalf of minor J.S. in the amount of $70,000.00 for settlement of any and all claims, which has been memorialized in a Settlement Agreement and Release; and

WHEREAS, the Superior Court of New Jersey approved the settlement as to minor J.S. by way of Order dated February 8, 2018; and

WHEREAS, the JIF has authorized settlement and Township's defense counsel has recommended that the Township agree to the settlement and authorize the Mayor and Township Clerk to execute the Settlement Agreement and Release that sets forth the terms and conditions of the settlement agreed upon by the parties, including, a dismissal with prejudice of the litigation against the Township of Robbinsville and the Robbinsville Township Police Department by the Plaintiffs.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Robbinsville, as follows:

1. The Township Council does hereby approve the of the settlement by and between Plaintiffs N.S and S.S and the Township of Robbinsville and related Defendants in the civil action filed in the New Jersey Superior Court, Law Division, Mercer County and referred to as Docket Number MER-L-1956-14.

2. The Mayor and Clerk are hereby authorized to execute the Settlement Agreement and Release that has been presented by the Township's Defense Counsel in this matter.

I certify this to be a true copy of a resolution adopted by the Township Council of the Township of Robbinsville at a meeting held on May 10, 2018.

M. Seigfried

Michele Seigfried, Municipal Clerk

SETTLEMENT AGREEMENT

S[redacted], on her own behalf and on behalf of her heirs, executors, administrators, and assigns (hereinafter collectively "S[redacted]"), N[redacted] on his own behalf and on behalf of his heirs, executors, administrators, and assigns (hereinafter collectively "N[redacted]"), S[redacted] **AND** N[redacted] **AS GUARDIAN AD LITEM ON BEHALF OF MINOR J**[redacted] and on behalf of J[redacted] heirs, executors, administrators, and assigns (hereinafter collectively "S[redacted] **AND** N[redacted] **AS GUARDIAN AD LITEM ON BEHALF OF MINOR J**[redacted]"), **ROBBINSVILLE TOWNSHIP** on its own behalf and on behalf of its Police Department, divisions, elected and appointed officials, agents, representatives, and insurance carriers (hereinafter collectively "**ROBBINSVILLE TOWNSHIP**"), and **MARK LEE**, on his own behalf and on behalf of his heirs, executors, administrators, and assigns (hereinafter collectively "**MARK LEE**"), have reached the within Settlement and Release Agreement (hereinafter "Agreement") in final settlement of any and all disputes between and among them from the beginning of time until the present.

NOW THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, the parties hereby agree as follows:

1. S[redacted] on her own behalf and on behalf of her heirs, executors, administrators, successors and assigns **(hereinafter collectively referred to throughout this Agreement as "S[redacted]"); N[redacted]**, on his own behalf and on behalf of his heirs, executors, administrators, successors and assigns **(hereinafter collectively referred to throughout this Agreement as "N[redacted]"); and S[redacted] AND N[redacted] AS GUARDIAN AD LITEM ON BEHALF OF MINOR J[redacted]** and on behalf of J[redacted] heirs, executors, administrators, successors and assigns

(hereinafter collectively referred to throughout this Agreement as "S [redacted] AND N [redacted] AS GUARDIAN AD LITEM ON BEHALF OF MINOR J [redacted]") hereby release and forever discharge **ROBBINSVILLE TOWNSHIP, ROBBINSVILLE TOWNSHIP, POLICE DEPARTMENT, MARK LEE,** and all affiliated and related individuals, including all spouses, heirs and assigns, and all related entities, including but not limited to their affiliates, divisions, and their respective past, elected and appointed officials, employees, agents, representatives, attorneys, insurance carriers, successors and assigns, and the estates and/or heirs thereof **(hereinafter collectively referred to throughout this Agreement as "Defendants")**, from any and all claims, demands, damages, and causes of action, known and unknown, resulting from anything which has happened up to the date S [redacted], N [redacted], AND S [redacted] AND N [redacted] AS GUARDIAN AD LITEM ON BEHALF OF MINOR J [redacted] execute this Agreement, including claims for attorney's fees and cost of suit.

Without limiting the foregoing provision in any way, S [redacted], N [redacted], AND S [redacted] AND N [redacted] AS GUARDIAN AD LITEM ON BEHALF OF MINOR J [redacted] **(hereinafter collectively referred to throughout this Agreement as "Plaintiffs")** release all claims, demands, damages, and causes of action relating to or arising out of any conduct of Defendants, including, but not limited to, all claims under the Title VII of the Civil Rights Act of 1964 and 1991, as amended, 42 U.S.C. § 2000e, et. seq. and laws amended thereby; the Civil Rights Act of 1966, 42 U.S.C. § 1981, et. seq.; the Civil Rights Statutes contained in 42 U.S.C. §§1983, 1985, and 1986 and any related laws; the Americans with Disabilities Act ("ADA"), 42 U.S.C. §12101, et. seq.; the New Jersey Law Against Discrimination ("NJLAD"), N.J.S.A. 10:5-1, et. seq.; the New Jersey Civil Rights Act, N.J.S.A. 10:6-1, et. seq.; the New Jersey Tort Claims Act (TCA), N.J.S.A. 59:1–1 to 12–3; 29 U.S.C.

§1001, et. seq.; the Rehabilitation Act of 1973, the False Claims Act, 31 U.S.C. §3729, et. seq.; and any other Federal, State or local laws, regulations, ordinances, or Constitution; or claims of contract; quasi-contract; negligence; intentional act; malicious prosecution; false arrest and false imprisonment; civil conspiracy, excessive force; improper retention, training, and supervision; punitive damages, and any other duty or obligation of any kind or description to the fullest extent permissible by law. This Release waives any, and all, claims for discovery, whether asserted or unasserted, relating to materials or events that predate the execution of this Agreement. This Release shall apply to all known, unknown, unsuspected, and unanticipated claims, liens, injuries and damages, up to and including the date on which Plaintiffs execute this Agreement, to the fullest extent permissible by law. Plaintiffs do not hereby waive (1) their right to enforce this Agreement; (2) the right to file any unwaivable charge or complaint (although Plaintiffs do waive and release any right to recover damages in connection with any such charge or complaint relating to anything which has happened up to the date they sign this Agreement); and (3) rights or claims that cannot lawfully be released.

2. The parties agree that they reached a settlement with the assistance of their respective counsel, and hereby consent to, and agree to, file with the Superior Court of New Jersey, Mercer County a Stipulation of Dismissal with Prejudice of the civil action captioned **N.S. and S.S., et al. v. Township of Robbinsville, et al., bearing Docket Nos.: MER-L-1888-14 and MER-L-1956-14** (hereinafter the "Action"), with each party to bear its own costs and attorney's fees, within seven (7) days of the date of payment made pursuant to the terms of this Agreement. A copy of said Stipulation is annexed hereto as Exhibit A.

3. In further consideration of the terms of this Agreement, Robbinsville Township agrees to pay/have paid to or on behalf of Plaintiffs a total sum of $200,000.00 (Two Hundred Thousand Dollars and Zero Cents), inclusive of attorneys' fees, allocated as follows:

a. One Hundred and Thirty Thousand ($130,000.00) Dollars shall be paid to or on behalf of S[redacted]. The payment shall be made in one (1) check payable to The Law Office of Robin Kay Lord, LLC and S[redacted].

b. Seventy Thousand ($70,000.00) Dollars shall be paid to or on behalf of S[redacted] AND N[redacted] AS GUARDIAN AD LITEM ON BEHALF OF MINOR J[redacted]. The payment shall be made in one (1) check payable to The Law Office of Robin Kay Lord, LLC and S[redacted] and N[redacted] as Guardian Ad Litem on Behalf of Minor J[redacted]

The parties hereby stipulate, agree to and acknowledge that the consideration received by them for execution of this Agreement shall constitute full payment, satisfaction, discharge and compromise of, and from, all matters between and among the parties to the date of the execution of this Agreement, including claims for attorney's fees and costs and that Plaintiffs and their attorneys will make no application for an award of attorney's fees and/or costs. The above-described payments shall be made within thirty (30) days of receipt by Robbinsville Township's counsel, Apruzzese, McDermott, Mastro & Murphy, P.C., of the following: (i) this Agreement executed by Plaintiffs; (ii) all documents required to satisfy Paragraph 5 and 7 of this Agreement; (iii) completed W-9 forms from Plaintiffs and their attorneys; and (iv) an Order for Judgment issued by the Superior Court of New Jersey pursuant to Plaintiffs' initiation and completion, through their counsel of record, of a "Friendly" hearing under R. 4:44-1.

4. The parties understand and agree that the payments referred to in Paragraph 3 of this Agreement are for alleged, but disputed claims as set forth in the Action, pertaining to alleged injuries, and are not meant to compensate Plaintiffs for any loss of wages, nor are such payments for alleged punitive damages. No withholdings will be made by Robbinsville Township. Plaintiffs understand and agree that Defendants and/or their representatives have not

provided any representations, advice, or promises regarding tax obligations that may arise from this Agreement or the settlement payments that are being issued in accordance with this Agreement. Plaintiffs understand that they should seek advice of an independent financial advisor and/or accountant as to any potential tax implications of this Agreement. Plaintiffs agree to indemnify and hold harmless Defendants or any individual Defendant in connection with any tax liabilities and/or penalties should they be assessed for any reason as a result of Plaintiffs' failure to properly treat or report the payment.

5. S[redacted], N[redacted] AND S[redacted] AND N[redacted] AS GUARDIAN AD LITEM ON BEHALF OF MINOR J[redacted] acknowledge and agree that, as a condition of this Settlement Agreement, they will each truthfully set forth the requested information in and fully execute the Center for Medicare & Medicaid Services form attached hereto at Exhibit B, which will become a fully integrated part of this Settlement Agreement. Plaintiffs acknowledge that, to the extent that they attest to having been enrolled in Medicare on the form attached hereto at Exhibit B, or have otherwise received any payment from any Federal or State government program with respect to any of the medical injuries or costs allegedly associated with the claims set forth in this lawsuit, that in accordance with Medicare and/or other applicable federal or other laws and/or regulations, Medicare and/or another entity may assert a lien or subrogation or other rights against the settlement proceeds and/or as a result of the settlement of the Action. Plaintiffs agree that if they have received any payment from Medicare or other federal or state government program, or if they affirm in Exhibit B that they have been enrolled in Medicare, they will timely and in accordance with applicable law and regulation, advise the Centers for Medicare and Medicaid Services ("CMS") and/or its designee of this settlement and provide a copy of the Agreement as required; obtain a Final Demand Letter; negotiate any amount owed; and finally, permanently and timely resolve

and satisfy any outstanding reimbursement issues with CMS or its designee associated with the settlement of the Action. Plaintiffs further agree that, in the event any of the conditions exist requiring them to obtain a Final Demand Letter, the settlement proceeds described in Paragraph 3 of this Agreement shall be held in escrow by The Law Office of Robin Kay Lord, LLC and shall not be distributed until such time as Medicare issues a Final Demand Letter for reimbursement or issues a letter waiving its right to reimbursement; is fully and finally reimbursed for any and all amounts due; and any Medicare or other lien and/or subrogation or other rights are fully and finally satisfied or waived and released in writing by Medicare. A copy of such confirmation shall be provided to counsel for Robbinsville Township, Arthur R. Thibault Jr., Esq., Apruzzese, McDermott, Mastro & Murphy, P.C., 25 Independence Blvd., Warren, New Jersey 07059, facsimile number (908) 647-1492, prior to disbursement of any settlement proceeds and within ten (10) days of receipt by Plaintiffs and/or their counsel. Plaintiffs agree to indemnify and hold harmless Defendants and their counsel in connection with any liabilities or penalties should they be assessed as a result of failure to properly or fully reimburse Medicare and for attorneys' fees and costs associated with defending any enforcement or related action and/or with an action to enforce this provision of the Agreement. Plaintiffs further agree and acknowledge that prior to execution of this Agreement, they have each provided an accurate and fully complete signed copy of the form attached hereto as Exhibit B and will provide any and all information necessary for compliance with the Medicare, Medicaid and SCHIP Extension Act of 2007 should same be required. Plaintiffs and their counsel acknowledge that Defendants have relied upon these representations in determining to make the settlement payment hereunder.

6. Plaintiffs represents that they are unaware of any claims, liens and/or subrogation or other rights of any third party, including, but not limited to, any government entity that exist against the proceeds of this settlement or as a result of the Action or the settlement of the Action,

except as may be otherwise provided in Paragraph 5 of this Agreement. Plaintiffs agree that that if any such claims, liens and/or subrogation or other rights do exist, they are responsible to pay them in full. This includes, but is not limited to, benefit reimbursement claims, attorneys' liens, medical provider liens, Medicare and Medicaid liens and/or subrogation rights, workers' compensation liens, statutory or common law liens and/or subrogation rights, and judgment liens. Plaintiffs agree to indemnify and hold harmless Defendants in connection with any liabilities which arise as a result of Plaintiffs' failure to properly or fully make any payment required under this Paragraph and for attorneys' fees and costs associated with defense of a related action and/or with an action to enforce this provision of the Agreement.

7. Plaintiffs represent that prior to the execution of this Agreement they have, through their counsel, provided Robbinsville Township, through its counsel Apruzzese, McDermott, Mastro & Murphy, P.C., with certifications and child support judgment searches compliant with N.J.S.A. 2A:17-56.23b, and agree that the settlement proceeds described in Paragraph 3 shall be paid in accordance with N.J.S.A. 2A:17-56.23b and/or other applicable law.

8. This Agreement is a compromise of disputed claims and is not an admission of liability or wrongdoing by any party. It is entered into as a business judgment bearing in mind the cost and uncertainty of continued litigation and trial. Defendants, and each individual Defendant, expressly deny that they have violated any law, statute, ordinance, contract, duty, or obligation whatsoever, or that they have committed any tort, intentional act or negligent act, or engaged in any improper conduct. By virtue of this Agreement, neither Plaintiffs nor Defendants or any individual Defendant, shall be construed as a prevailing party under any rule of court or fee shifting statute, or under which a party may be entitled to any award of attorney's fees and costs.

9. Plaintiffs represents that as of the date they execute this Agreement, they have not filed any charge, complaint, claim, or action with any court, organization, governmental entity, or administrative agency, or directed or authorized such charge, complaint, claim, or action to be filed on their behalf, except the Action referred to in Paragraph 2 in this Agreement. Plaintiffs further agree that, with respect to anything which has happened up to the time that they execute this Agreement, they will not will not file any charges, complaints, claims, or actions of any kind against any of the Defendants, either collectively or individually, with any court, organization, governmental entity, or administrative agency regarding anything which has happened up to the date she executes this Agreement, except that this provision shall not in any measure limit or otherwise affect any unwaivable rights guaranteed by law. The parties intend this provision to be enforceable to the fullest extent permissible by law, but not to bar exercise of any otherwise unwaivable right.

10. This Agreement constitutes the entire agreement with respect to the subject matter hereof and shall not be amended, modified or amplified except in writing signed by the parties. No oral statement of any person, shall in any manner or degree, modify the terms and provisions of this Agreement.

11. If any of the provisions, terms, clauses, or waivers or release of claims or rights contained in this Agreement are declared illegal, unenforceable, or ineffective in a legal forum, such provisions, terms, clauses, or waivers or release of claims or rights shall be deemed severable, such that all other provisions, terms, clauses, and waivers and releases of claims and rights contained in this Agreement shall remain valid and binding upon all parties. If the voided provision is material, the parties shall negotiate in good faith for a replacement provision.

12. This Agreement shall inure to the benefit of, and may be enforced by, the parties hereto and all of their respective heirs, legal representatives, successors and assigns.

13. The parties agree that this Agreement shall be construed in accordance with the laws of the State of New Jersey, and that the laws of the State of New Jersey will apply to any dispute concerning it. The parties choose the Superior Court of New Jersey as their forum for resolving any dispute concerning this Agreement. The parties further agree that this Agreement shall not be filed with any court except in an action to enforce or challenge its terms.

14. Plaintiffs acknowledge that they have had ample time to consult with an attorney of their choice throughout the negotiations that preceded their execution of this Agreement; that they have been represented by an attorney during the entire course of this litigation and the negotiations over the terms of this Agreement; that they have carefully read and fully understand all of the provisions of this Agreement; that they are voluntarily executing this Agreement without coercion or duress and in consultation with the attorney of their choice; that they have had adequate time to review this Agreement and the release contained in this Agreement; and that they understand and acknowledge that they are waiving any right to proceed to trial on their claims by signing this Agreement. Plaintiffs further acknowledge that the terms of this settlement were reached in the Superior Court of New Jersey, Mercer County, on September 27, 2017, and that settlement was confirmed on the record before the Honorable Douglas H. Hurd, P.J.S.C. and that they were represented throughout by their attorney of record, Clifford D. Bidlingmaier, III, Esq.

15. The parties acknowledge that this Agreement is a joint product and shall not be construed for or against any party on the ground of sole authorship. This Agreement may be executed in multiple originals, each of which shall be considered an original instrument, but all of which shall constitute one (1) agreement, and shall bind the parties hereto and their successors, heirs, assigns, and legal representatives.

Date: 4 - 3 - 2018

[redacted]

[redacted]

ACKNOWLEDGEMENT

STATE OF NEW JERSEY :
: SS.
COUNTY OF :

I certify that on 4 - 3 - 18, 2018 [redacted] personally came before me and acknowledged under oath to my satisfaction, that she:

(a) is named in and personally signed this document; and
(b) signed, sealed and delivered this document as her act and deed.

JACKLENE ELSOWINY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 2/2/2019

Notary Public of the State of New Jersey

Date: 4 - 3 - 2018

[redacted]

HIS MARK

[redacted]

ACKNOWLEDGEMENT

STATE OF NEW JERSEY :
: SS.
COUNTY OF :

I certify that on 4-3-18, 2018 [redacted] personally came before me and acknowledged under oath to my satisfaction, that he:

(a) is named in and personally signed this document; and
(b) signed, sealed and delivered this document as his act and deed.

Notary Public of the State of New Jersey

JACKLENE ELSOWINY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 2/2/2019

Date: 4 - 3 - 18

[redacted] (by his mother and guardian ad litem S[redacted])

ACKNOWLEDGEMENT

STATE OF NEW JERSEY :
: SS.
COUNTY OF :

I certify that on April 3, 2018, 2018 S[redacted] personally came before me and acknowledged under oath to my satisfaction, that she:

(a) is named in and personally signed this document; and
(b) signed, sealed and delivered this document as her act and deed.

JACKLENE ELSOWINY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 2/2/2019

Notary Public of the State of New Jersey

Date: 4 - 3 - 18

N[redacted]
HIS MARK

J[redacted] (by his farther and guardian ad litem N[redacted])

ACKNOWLEDGEMENT

STATE OF NEW JERSEY :
: SS.
COUNTY OF :

I certify that on April 3, 2018, 2018 N[redacted] personally came before me and acknowledged under oath to my satisfaction, that he:

(a) is named in and personally signed this document; and
(b) signed, sealed and delivered this document as his act and deed.

Notary Public of the State of New Jersey

JACKLENE ELSOWINY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 2/2/2019

Date: 5-2-18

MARK LEE

ACKNOWLEDGEMENT

STATE OF NEW JERSEY :
: SS.
COUNTY OF MONMOUTH :

I certify that on MAY 2, 2018 MARK LEE personally came before me and acknowledged under oath to my satisfaction, that he:

(a) is named in and personally signed this document; and
(b) signed, sealed and delivered this document as his act and deed.

Notary Public of the State of New Jersey
Edward J. Nolan, AN ATTORNEY AT Law OF THE State OF New Jersey

TOWNSHIP OF ROBBINSVILLE

By:_____

Print Name:_____

Title:_____

Date:_____

Exhibit A

NEHA PATEL, ESQ. (Attorney ID # 004942010)
APRUZZESE, McDERMOTT,
MASTRO & MURPHY
25 Independence Boulevard
Warren, New Jersey 07059
(908) 580-1776
Attorneys for Defendants Township of Robbinsville
and Robbinsville Township Police Department

BASHEMAH ROUNTREE, Plaintiff, v. TOWNSHIP OF ROBBINSVILLE, ROBBINSVILLE TOWNSHIP POLICE DEPARTMENT, MARK LEE and JOHN AND JANE DOES 1-15, names being fictitious, Representing unknown employees of the Township of Robbinsville, and JOHN ROES, unknown Individuals Defendants.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: MERCER COUNTY CONSOLIDATED DOCKET NOS. MER-L-1956-14 and MER-L-1888-14 *Civil Action*
N.S. and S.S. individually and as Guardian ad Litem on behalf of J.S., Plaintiff, v. TOWNSHIP OF ROBBINSVILLE, ROBBINSVILLE TOWNSHIP POLICE DEPARTMENT, MARK LEE, JOHN AND JANE DOES (1-15), unknown employees of the Township of Robbinsville, and JOHN ROES (1-15), unknown individuals Defendants.	**STIPULATION OF DISMISSAL WITH PREJUDICE**

The matters in difference in the above-entitled consolidated actions having been amicably resolved by and between the parties, it is hereby stipulated and agreed pursuant to Rule 4:37-1 that the Complaints and all claims asserted or which could have been asserted in these actions, be

and hereby are, voluntarily dismissed with prejudice, each party to bear its own costs and attorneys' fees.

KARDOS, RICKLES,
HAND & BIDLINGMAIER, P.C.
Attorneys for Plaintiffs N.S. and S.S.
Individually and as Guardian ad Litem
on behalf of J.S.

By: _____
Clifford D. Bidlingmaier, III, Esq.

Date:

LAW OFFICES OF ROBIN KAY
LORD, LLC
Attorneys for Plaintiffs N.S. and S.S.
Individually and as Guardian ad Litem
on behalf of J.S.

By: _____
Robin Kay Lord, Esq.

Date:

DEVLIN, CITTADINO & SHAW, P.C.
Attorneys for Plaintiff Bashemah Rountree

By: _____
John G. Devlin, Esq.

Date: 11/30/2017

APRUZZESE, McDERMOTT
MASTRO & MURPHY, P.C.
Attorneys for Defendants Township of
Robbinsville & Robbinsville Township
Police Department

By: _____
Arthur R. Thibault Jr., Esq.

Date: 2/6/18

LAW OFFICES OF EDWARD J. NOLAN
Attorneys for Defendant Mark Lee

By: Edward J. Nolan
Edward J. Nolan, Esq.

Date: 12/14/17

and hereby are, voluntarily dismissed with prejudice, each party to bear its own costs and attorneys' fees.

KARDOS, RICKLES,
HAND & BIDLINGMAIER, P.C.
Attorneys for Plaintiffs N.S. and S.S.
Individually and as Guardian ad Litem
on behalf of J.S.

By: _____
Clifford D. Bidlingmaier, III, Esq.

Date:

LAW OFFICES OF ROBIN KAY
LORD, LLC
Attorneys for Plaintiffs N.S. and S.S.
Individually and as Guardian ad Litem
on behalf of J.S.

By: _____
Robin Kay Lord, Esq.

Date:

DEVLIN, CITTADINO & SHAW, P.C.
Attorneys for Plaintiff Bashemah Rountree

By: _____
John G. Devlin, Esq.

Date:

APRUZZESE, McDERMOTT
MASTRO & MURPHY, P.C.
Attorneys for Defendants Township of
Robbinsville & Robbinsville Township
Police Department

By: _____
Arthur R. Thibault Jr., Esq.

Date:

LAW OFFICES OF EDWARD J. NOLAN
Attorneys for Defendant Mark Lee

By: _____
Edward J. Nolan, Esq.

Date:

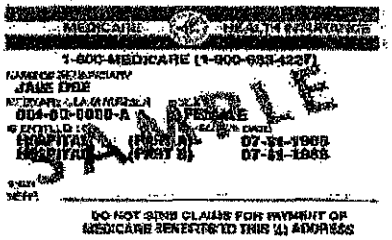
EXHIBIT B

The Centers for Medicare & Medicaid Services (CMS) is the federal agency that oversees the Medicare program. Many Medicare beneficiaries have other insurance in addition to their Medicare benefits. Sometimes, Medicare is supposed to pay after the other insurance. However, if certain other insurance delays payment, Medicare may make a "conditional payment" so as not to inconvenience the beneficiary, and recover after the other insurance pays.

Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007 (MMSEA), a new federal law that became effective January 1, 2009, requires that liability insurers (including self-insurers), no-fault insurers, and workers' compensation plans report specific information about Medicare beneficiaries who have other insurance coverage. This reporting is to assist CMS and other insurance plans to properly coordinate payment of benefits among plans so that your claims are paid promptly and correctly.

We are asking you to the answer the questions below so that we may comply with this law.

Please review this picture of the Medicare card to determine if you have, or have ever had, a similar Medicare card.



Section I

Are you presently, or have you ever been, enrolled in Medicare Part A or Part B?	☐Yes	☒No
If yes, please complete the following. If no, proceed to Section II.		
Full Name: *(Please print the name exactly as it appears on your SSN or Medicare card if available.)*		
[redacted]		
Medicare Claim Number:	Date of Birth (Mo/Day/Year)	04-08-1953
Social Security Number: *(If Medicare Claim Number is Unavailable)* [redacted]	Sex ☐Female	☒Male

Section II

I understand that the information requested is to assist the requesting insurance arrangement to accurately coordinate benefits with Medicare and to meet its mandatory reporting obligations under Medicare law.

[redacted]
Claimant Name (Please Print)

—
Claim Number

[redacted]
Name of Person Completing This Form if Claimant is Unable (Please Print)

X [redacted] HIS MARK
Signature of Person Completing This Form

12-20-17
Date

If you have completed Sections I and II above, stop here. If you are refusing to provide the information requested in Sections I and II, proceed to Section III.

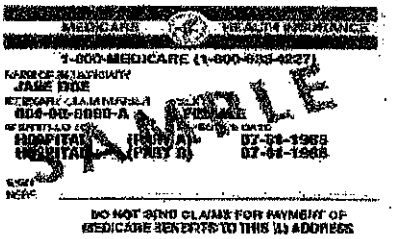
EXHIBIT B

The Centers for Medicare & Medicaid Services (CMS) is the federal agency that oversees the Medicare program. Many Medicare beneficiaries have other insurance in addition to their Medicare benefits. Sometimes, Medicare is supposed to pay after the other insurance. However, if certain other insurance delays payment, Medicare may make a "conditional payment" so as not to inconvenience the beneficiary, and recover after the other insurance pays.

Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007 (MMSEA), a new federal law that became effective January 1, 2009, requires that liability insurers (including self-insurers), no-fault insurers, and workers' compensation plans report specific information about Medicare beneficiaries who have other insurance coverage. This reporting is to assist CMS and other insurance plans to properly coordinate payment of benefits among plans so that your claims are paid promptly and correctly.

We are asking you to the answer the questions below so that we may comply with this law.

Please review this picture of the Medicare card to determine if you have, or have ever had, a similar Medicare card.



Section I

Are you presently, or have you ever been, enrolled in Medicare Part A or Part B?	☒Yes	☐No
If yes, please complete the following. If no, proceed to Section II.		
Full Name: *(Please print the name exactly as it appears on your SSN or Medicare card if available.)*		
S [redacted]		
Medicare Claim Number: [redacted]	**Date of Birth (Mo/Day/Year)**	11-14-1966
Social Security Number: *(If Medicare Claim Number is Unavailable)* [redacted]	**Sex** ☒Female	☐Male

Section II

I understand that the information requested is to assist the requesting insurance arrangement to accurately coordinate benefits with Medicare and to meet its mandatory reporting obligations under Medicare law.

S [redacted] [redacted]

Claimant Name (Please Print) **Claim Number**

S [redacted]

Name of Person Completing This Form if Claimant is Unable (Please Print)

S [redacted] 12-20-17

Signature **Date**

If you have completed Sections I and II above, stop here. If you are refusing to provide the information requested in Sections I and II, proceed to Section III.

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
ROBIN KAY LORD, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☑ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
210 SOUTH BROAD STREET, SUITE B

Requester's name and address (optional)

6 City, state, and ZIP code
TRENTON, NJ 08608

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
[redacted]

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 4/16/2018

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by *brokers*)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected *income, and*
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.