

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

SHELLEY L. STANGLER, P.C.
155 MORRIS AVENUE, 2ND FLOOR
SPRINGFIELD, NJ 07081
PHONE (973) 3 79-2500 FAX (973) 379-0031
Attorney for Plaintiffs
ATTORNEY ID NO: 023191987

COURTNEY C. FUNG AND PATRICIA
WHITNEY,

Plaintiffs,

ANTHONY SAVASTANO, TEANECK
SHELL GAS STATION AT 209 CEDAR
LANE, TEANECK SHELL INC., SHELL US
COMPANIES, SHELL OIL COMPANY, THE
AMERICAN AUTOMOBILE
ASSOCIATION, AAA NORTH JERSEY,
THE TOWNSHIP OF TEANECK, THE
TEANECK POLICE DEPARTMENT,
DEPUTY CHIEF ROBERT A. CARNEY, LT.
TANYA BALSER, SGT. SCOTT TESSER,
OFFICER JOSEPH CARECCIO, OFFICER
GREGORY KERRISON, OFFICER
GREGORY WRIGHT, OFFICER STEVEN
BATISTA, OFFICER MATTHEW
SANCHEZ, OFFICER VICTORIA SUAREZ,
JOHN DOES 1-5, and ABC ENTITIES 1-5,
JOHN DOES 1-5 (as yet unidentified
individuals) and ABC BUSINESS ENTITIES
1-5 (as yet unidentified entities),

Defendants.

CIVIL ACTION

Case No: 2:15cv-06493

STIPULATION OF DISMISSAL WITH
PREJUDICE

TO: Winne Banta Basralian & Kahn, P.C.
Counsellors at Law
Court Plaza South – East Wing
21 Main Street, Suite 101
P.O. Box 647
Hackensack, NJ 07601-0647

Attn: Christine R. Smith, Esq.

Attorneys for Defendants: The Township of Teaneck, The Teaneck Police Department,
Deputy Chief Robert A. Carney, Lt. Tanya Balser, Sgt. Scott Tesser, Officer Joseph
Wright, Officer Steven Batista, Officer Matthew Sanchez and Officer Victoria Suarez.

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. LAW OFFICES OF SHELLEY L. STANGLER, P.C.	
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 ☐ 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.) 155 MORRIS AVENUE	Requester's name and address (optional)
6 City, state, and ZIP code SPRINGFIELD, NEW JERSEY 07081	
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								
2	2	-	3	6	4	4	6	9 2

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ▶ 	Date ▶ 3/13/2018
-----------	---	----------------------------

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)

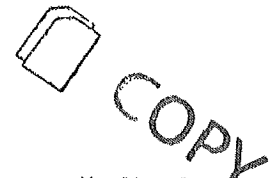
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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
- 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.

The Law Offices Of
SHELLEY L. STANGLER, P.C.

 COPY

SHELLEY L. STANGLER
MEMBER N.J. & N.Y. BAR

JUDITH L. ROSENTHAL
OF COUNSEL
MEMBER N.J. BAR

A PROFESSIONAL CORPORATION

155 MORRIS AVENUE
SPRINGFIELD, NJ 07081
TEL: 973.379.2500
FAX: 973.379.0031

E-MAIL: SHELLEY@STANGLERLAW.COM
WWW.STANGLERLAW.COM

NEW YORK OFFICE
800 6TH AVENUE
STE. 5B
NEW YORK, NY 10001
TEL: 646.205.0659

March 21, 2018

Winne Banta Basralian & Kahn, P.C.
Counsellors at Law
Court Plaza South – East Wing
21 Main Street, Suite 101
Hackensack, NJ 07601-0647
Attn: Christine R. Smith, Esq.

Galantucci, Patuto, De Vences, Potter & Doyle, L.L.C.
55 State Street
Hackensack, NJ 07601
Attn: James P. Patuto, Esq.

Re: Fung et al. vs. Savastano, et al.
Case No: 2:15-cv-06493-KM-JBC

Dear Ms. Smith:

Enclosed please find original executed general releases from Courtney Fung and Patricia Whitney in settlement of the above matter, together with an executed Stipulation of Dismissal with Prejudice and W-9 Form. Kindly hold same in escrow pending our receipt of the settlement proceeds in the sum of \$5,000.00. The check should be made out to my client and Shelley L. Stangler, as attorney. I have sent the original releases to Ms. Smith with a copy of Mr. Patuto.

Please be advised that the Tax Identification Number for Shelley L. Stangler, P.C., is 22-3644692.

Very truly yours,


SHELLEY L. STANGLER, ESQ.

SLS/mf
Enc.

cc: John S. Fetten, Esq.
Alan R. Levy, Esq.

The Law Offices Of
SHELLEY L. STANGLER, P.C.

SHELLEY L. STANGLER
MEMBER N.J. & N.Y. BAR

JUDITH L. ROSENTHAL
OF COUNSEL
MEMBER N.J. BAR

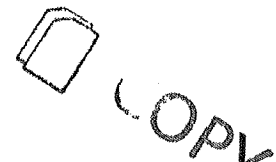
A PROFESSIONAL CORPORATION

155 MORRIS AVENUE
SPRINGFIELD, NJ 07081

TEL: 973.379.2500

FAX: 973.379.0031

E-MAIL: SHELLEY@STANGLERLAW.COM
WWW.STANGLERLAW.COM


NEW YORK OFFICE
800 6TH AVENUE
STE. 5B
NEW YORK, NY 10001
TEL: 646.205.0659

March 21, 2018

Montgomery, Chapin & Fetten
745 Route 202/206, Suite 101
Bridgewater, N.J. 08807
Attn: John S. Fetten, Esq.

Bonner Kieran Trebach & Cociata, LLP
2001 Route 46, Suite 502
Parsippany, NJ 07054
Attn: Alan R. Levy, Esq.

Re: Fung et al. vs. Savastano, et al.
Case No: 2:15-cv-06493-KM-JBC

Dear Counsel

Enclosed please find original executed general releases from Courtney Fung and Patricia Whitney in settlement of the above matter, together with an executed Stipulation of Dismissal with Prejudice and W-9 Form. Kindly hold same in escrow pending our receipt of the settlement proceeds in the sum of \$25,000.00. The check should be made out to my client and Shelley L. Stangler, as attorney. I have sent the original releases to Mr. Fetten with a copy to Mr. Levy.

Please be advised that the Tax Identification Number for Shelley L. Stangler, P.C., is 22-3644692.

Very truly yours,


SHELLEY L. STANGKER, ESQ.

SLS/mf
Enc.

cc: Christine R. Smith, Esq.
James P. Patuto, Esq.

Order acceptance and voucher for materials or services ordered by

**Municipal Building
818 Teaneck Road
Teaneck, NJ 07666
(201) 837-1600**

Courtney Fung and Patricia Whitney
c/o Shelley L. Stangler, Esq.
155 Morris Avenue, 2nd Floor
Springfield, New Jersey 07081

DATE 07/06/2017

CLAIMANT'S CERTIFICATION & DECLARATION
I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons with the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

Dated:

Dated:

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a municipal official or employees or other reasonable procedures.

Signature

Date _____

Title or Position

ACCOUNT CHARGED		AMOUNT	WORK OR PURCHASE AUTHORIZED BY	REQUESTING DEPARTMENT
				Voucher checked, added and extensions verified by
			APPROVED:	
			TOWNSHIP MANAGER	Initials

Order acceptance and voucher for materials or services ordered by

TOWNSHIP OF TEANECK

**Municipal Building
818 Teaneck Road
Teaneck, NJ 07666
(201) 837-1600**

For Township Use Only
Check Number _____
Meeting Date _____
Vendor Name _____

Courtney Fung and Patricia Whitney
c/o Shelley L. Stangler, Esq.
155 Morris Avenue, 2nd Floor
Springfield, New Jersey 07081

VENDOR #

DATE 07/06/2017

DATE OF INVOICE	INVOICE #	ITEM	UNIT PRICE	AMOUNT
#####		In accordance with Settlement Agreement and General Release dated _____ between Plaintiffs, Courtney Fung and Patricia Whitney and Defendants, Township of Teaneck, Teaneck Police Department, Deputy Chief, Robert A. Carney, Lt. Tanya Balser, Sgt. Scott Tesser, Officer Joseph Careccio, Officer Gregory Kerrison, Officer Gregory Wright, Office Steven Batista, Officer Matthew Sanchez and Officer Victora Suarez, approved by the Township Council on _____, said Resolution, Settlement Agreement and General Release attached hereto.		\$5,000.00
			TOTAL TO BE PAID	\$5,000.00

CLAIMANT'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons with the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

By: Courtney Fung

Dated:

By: Patricia Whitney

Dated:

THIS SPACE FOR TOWNSHIP USE ONLY

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a municipal official or employees or other reasonable procedures.

Signature

Date

Title or Position

ACCOUNT CHARGED		AMOUNT	WORK OR PURCHASE AUTHORIZED BY	REQUESTING DEPARTMENT
				Voucher checked, added and extensions verified by
			APPROVED:	
			TOWNSHIP MANAGER	
				Initials

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and Release (this Agreement and Release) is made as of January 2/2, 2018, by and among, Plaintiffs, Courtney C. Fung and Patricia Whitney (hereinafter "Plaintiffs"), and Defendants, The Township of Teaneck; The Teaneck Police Department; Deputy Chief Robert A. Carney; Lt. Tanya Balser; Sgt. Scott Tesser; Officer Joseph Careccio; Officer Gregory Kerrison; Officer Gregory Wright; Officer Steven Batista; Officer Matthew Sanchez; and Officer Victoria Suarez (hereinafter "Defendants").

RECITALS:

WHEREAS, Plaintiffs having filed Civil Action entitled Courtney C. Fung and Patricia Whitney v. Anthony Savastano, Teaneck Shell Gas Station at 209 Cedar Lane, Teaneck Shell Inc.; Shell US Companies, Shell Oil Company, The American Automobile Association, AAA North Jersey, The Township of Teaneck, The Teaneck Police Department, Deputy Chief Robert A. Carney, Lt. Tanya Balser, Sgt. Scott Tesser, Officer Joseph Careccio, Officer Gregory Kerrison, Officer Gregory Wright, Officer Steven Batista, Officer Matthew Sanchez, Officer Victoria Suarez, John Does 1-5, and ABC Entities 1-5, John Does 1-5 (as yet unidentified individuals) and ABC Business Entities 1-5 (as yet unidentified entities), in the United States District Court for the District of New Jersey under Civil Action Number 2:15-cv-06493-KM-JBC, which alleges injuries suffered by Plaintiffs on or about August 31, 2013 at 39 Johnson Avenue, Township of Teaneck;

WHEREAS, Plaintiffs wish to settle and resolve all potential disputes and differences and to settle all claims with the Defendants without the necessity of further litigation which will preclude the Plaintiffs from bringing any claim, cause, proceeding or action of any kind against any of the above-named Defendants based upon the incident which occurred on or about August 31, 2013 as described above; and

WHEREAS, the parties to this Agreement and Release have agreed to resolve their differences and settle all claims between them pursuant to the terms herein; and

WHEREAS, Plaintiffs have consulted with their attorney prior to executing this Settlement Agreement and General Release and have had adequate opportunity to consider this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties to this Agreement hereby agree as follows:

1. RECITALS: the recitals set forth above are incorporated herein by reference and made a part hereof.

2. STIPULATION OF DISMISSAL WITH PREJUDICE: Upon the execution of this Agreement and Release the parties shall execute and cause to be filed with the United States District Court for the District of New Jersey a Stipulation of Dismissal with Prejudice in the form attached hereto as Exhibit A.

3. GENERAL RELEASE: Plaintiffs irrevocably and unconditionally releases and forever discharges all claims described herein below:

a. Subject only to the provisions contained herein, Plaintiffs voluntarily agree to release all known and unknown claims, promises, causes of action or similar rights of any type that they presently may have with respect to The Township of Teaneck; The Teaneck Police Department; Deputy Chief Robert A. Carney; Lt. Tanya Balser; Sgt. Scott Tesser; Officer Joseph Careccio; Officer Gregory Kerrison; Officer Gregory Wright; Officer Steven Batista; Officer Matthew Sanchez; and Officer Victoria Suarez, their successors, assigns, representatives, officers, agents, directors, supervisors, and employees and each and every one of them and their heirs, executors, administrators, successors and assignees, and all persons acting by, through, under or in concert with any of them that in anyway relate to the incident which occurred on or about August 31, 2013, at 39 Johnson Avenue, Township of Teaneck.

b. It is agreed and understood by all parties to the action that Plaintiffs, by the execution of this Agreement are settling their claim or claims against the Township of Teaneck while simultaneously dismissing their claim or claims against the Township of Teaneck Police Department and all of the individually named members of the Teaneck Police Department as related to the incident which occurred on or about August 31, 2013. Dismissal of the claims against the Teaneck Police Department and the individually named Defendant members of that Department are hereby dismissed with prejudice.

4. CONSIDERATION: Township of Teaneck shall cause to be paid to Plaintiffs in full and final settlement of all claims referred to in this agreement the sum of Five Thousand and 00/100 Dollars (\$5,000.00). This payment shall constitute complete satisfaction of all claims referred to in this Agreement or arising out of said claims. Payment shall be made by check payable to "The Attorney Trust Account of Shelley L. Stangler, P.C."

5. CONSEQUENCES OF VIOLATING SETTLEMENT AGREEMENT AND GENERAL RELEASE: Plaintiffs agree to pay all reasonable attorney fees or any damages that Defendants may incur as a result of Plaintiffs breaching any promises they made in this Agreement or if any representation on their part made in this release was false when made.

6. ACKNOWLEDGMENT: The parties hereto acknowledge that:

a. They have read this Agreement and Release;

b. They have had the benefit of consultation with competent legal counsel in connection with considering and agreeing with this Agreement.

- c. They are authorized to enter into this Agreement and Release.
- d. They fully understand, know and appreciate all of the terms and conditions of this Agreement and Release.
- e. They execute this Agreement and Release and make the settlement and release provided for herein voluntarily, and of their own free will.
- f. The parties agree that this Agreement and Release is being entered into to resolve disputed claims, to avoid further costs in connection with litigation and that nothing connected to or concerning this Agreement and Release is to be deemed an admission of liability or wrong on the part of any party. All parties acknowledge that they have received good and valuable consideration and full payment for making this Agreement and Release, the receipt and adequacy of which is hereby acknowledged.

7. **LIABILITY:** If any provision, covenant, term or condition of this Agreement and Release is held to be invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of any other provisions, covenants, terms or conditions of this Agreement and Release. Notwithstanding the foregoing, if a final judgment of a Court or tribunal of jurisdiction determines that any term or provision of this Agreement and Release is invalid or unenforceable, then the parties agree that such Court or Tribunal will have the power to delete specific words or phrases or to replace any invalid or unenforceable term or provision with a term or provision that is enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision.

8. **ENTIRE AGREEMENT:** This Agreement and Release expresses the entire understanding of the parties with respect to the subject matter of this Agreement and Release, supercedes any prior written or oral representations, agreements or understandings with respect hereto. No party has relied on any representations, assurances or understandings other than as expressed herein or in the stipulation of dismissal with prejudice referred to in this Agreement and Release. This Agreement and Release can only be modified by written documents signed by all parties or their successors or assigns.

9. ATTORNEYS FEES/COSTS AND EXPENSES/LIENS:

a) Each party to this Agreement and Release shall bear all of their own attorney fees, expenses, including but not limited to those occurred in prosecuting or defending the action and in negotiation and execution of this Agreement and Release.

b) Plaintiffs hereby agree and represent that from the gross settlement proceeds any and all liens on said settlement including but not limited to Child Support, Medicaid, Medicare, worker's compensation lien or liens and/or welfare lien or liens shall be paid, satisfied and discharged by Plaintiffs, and Plaintiffs shall hold all named Defendants collectively and individually harmless for the payment of said liens. Furthermore, Plaintiffs' counsel shall provide proof of the payment of said lien or liens to the Defendants' counsel.

10. **ADDITIONAL DOCUMENTS:** The parties and their counsel shall execute any and all such further and additional documents that shall be reasonable and necessary to carry out the provisions and intent of this Agreement and Release.

11. **SUCCESSORS / ASSIGNS:** This Agreement and Release shall be binding upon each of the parties and each of the parties' successors and assigns.

12. **GOVERNING LAW / JURISDICTION:** This Agreement and Release shall be governed by and construed in according with the laws of the State of New Jersey. The parties agree that the United States District Court for the District of New Jersey shall be the one and only forum for any dispute arising out of the fulfillment or non-fulfillment of this agreement. The parties hereto are irrevocably consent to the jurisdiction of such Court.

13. **COUNTERPARTS:** This Agreement and Release may be executed in one or more counterparts, and, one signed and counterparts have been exchanged, they shall be a full force in effect.

WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this agreement and release as of the date first above written.

WITNESS:

COURTNEY C. FUNG

By: _____

Shelley L. Stangler, Esq.

Courtney C. Fung

Dated: January , 2018

WITNESS:

PATRICIA WHITNEY

By: _____

Shelley L. Stangler, Esq.

Patricia Whitney

Dated: January , 2018

WITNESS:

TOWNSHIP OF TEANECK

By: _____

By: _____

William Broughton, Municipal Manager

Dated: January , 2018

Witnessed or Attested by:

Witnessed or Attested by:

Robert M. Kalisch

Courtney Fung

Patricia Whitney

Patricia Whitney

STATE OF NEW JERSEY :

SS:

COUNTY OF _____:

I certify that on _____, 2017, Courtney Fung, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

(a) is named in and personally signed this document; and

(b) signed, sealed and delivered this document as his or her act and deed.

STATE OF NEW JERSEY :

SS:

COUNTY OF Bergen:

I certify that on FEB 2, 2018, Patricia Whitney, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

(a) is named in and personally signed this document; and

(b) signed, sealed and delivered this document as his or her act and deed.

Robert M. Kalisch
ATTORNEY-AT-LAW
STATE OF NEW JERSEY

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and Release (this Agreement and Release) is made as of January 21st, 2018, by and among, Plaintiffs, Courtney C. Fung and Patricia Whitney (hereinafter "Plaintiffs"), and Defendants, The Township of Teaneck; The Teaneck Police Department; Deputy Chief Robert A. Carney; Lt. Tanya Balser; Sgt. Scott Tesser; Officer Joseph Careccio; Officer Gregory Kerrison; Officer Gregory Wright; Officer Steven Batista; Officer Matthew Sanchez; and Officer Victoria Suarez (hereinafter "Defendants").

RECITALS:

WHEREAS, Plaintiffs having filed Civil Action entitled Courtney C. Fung and Patricia Whitney v. Anthony Savastano, Teaneck Shell Gas Station at 209 Cedar Lane, Teaneck Shell Inc.; Shell US Companies, Shell Oil Company, The American Automobile Association, AAA North Jersey, The Township of Teaneck, The Teaneck Police Department, Deputy Chief Robert A. Carney, Lt. Tanya Balser, Sgt. Scott Tesser, Officer Joseph Careccio, Officer Gregory Kerrison, Officer Gregory Wright, Officer Steven Batista, Officer Matthew Sanchez, Officer Victoria Suarez, John Does 1-5, and ABC Entities 1-5, John Does 1-5 (as yet unidentified individuals) and ABC Business Entities 1-5 (as yet unidentified entities), in the United States District Court for the District of New Jersey under Civil Action Number 2:15-cv-06493-KM-JBC, which alleges injuries suffered by Plaintiffs on or about August 31, 2013 at 39 Johnson Avenue, Township of Teaneck;

WHEREAS, Plaintiffs wish to settle and resolve all potential disputes and differences and to settle all claims with the Defendants without the necessity of further litigation which will preclude the Plaintiffs from bringing any claim, cause, proceeding or action of any kind against any of the above-named Defendants based upon the incident which occurred on or about August 31, 2013 as described above; and

WHEREAS, the parties to this Agreement and Release have agreed to resolve their differences and settle all claims between them pursuant to the terms herein; and

WHEREAS, Plaintiffs have consulted with their attorney prior to executing this Settlement Agreement and General Release and have had adequate opportunity to consider this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties to this Agreement hereby agree as follows:

1. **RECITALS**: the recitals set forth above are incorporated herein by reference and made a part hereof.

2. STIPULATION OF DISMISSAL WITH PREJUDICE: Upon the execution of this Agreement and Release the parties shall execute and cause to be filed with the United States District Court for the District of New Jersey a Stipulation of Dismissal with Prejudice in the form attached hereto as **Exhibit A**.

3. GENERAL RELEASE: Plaintiffs irrevocably and unconditionally releases and forever discharges all claims described herein below:

a. Subject only to the provisions contained herein, Plaintiffs voluntarily agree to release all known and unknown claims, promises, causes of action or similar rights of any type that they presently may have with respect to The Township of Teaneck; The Teaneck Police Department; Deputy Chief Robert A. Carney; Lt. Tanya Balser; Sgt. Scott Tesser; Officer Joseph Careccio; Officer Gregory Kerrison; Officer Gregory Wright; Officer Steven Batista; Officer Matthew Sanchez; and Officer Victoria Suarez, their successors, assigns, representatives, officers, agents, directors, supervisors, and employees and each and every one of them and their heirs, executors, administrators, successors and assignees, and all persons acting by, through, under or in concert with any of them that in anyway relate to the incident which occurred on or about August 31, 2013, at 39 Johnson Avenue, Township of Teaneck.

b. It is agreed and understood by all parties to the action that Plaintiffs, by the execution of this Agreement are settling their claim or claims against the Township of Teaneck while simultaneously dismissing their claim or claims against the Township of Teaneck Police Department and all of the individually named members of the Teaneck Police Department as related to the incident which occurred on or about August 31, 2013. Dismissal of the claims against the Teaneck Police Department and the individually named Defendant members of that Department are hereby dismissed with prejudice.

4. CONSIDERATION: Township of Teaneck shall cause to be paid to Plaintiffs in full and final settlement of all claims referred to in this agreement the sum of Five Thousand and 00/100 Dollars (\$5,000.00). This payment shall constitute complete satisfaction of all claims referred to in this Agreement or arising out of said claims. Payment shall be made by check payable to "The Attorney Trust Account of Shelley L. Stangler, P.C."

5. CONSEQUENCES OF VIOLATING SETTLEMENT AGREEMENT AND GENERAL RELEASE: Plaintiffs agree to pay all reasonable attorney fees or any damages that Defendants may incur as a result of Plaintiffs breaching any promises they made in this Agreement or if any representation on their part made in this release was false when made.

6. ACKNOWLEDGMENT: The parties hereto acknowledge that:

a. They have read this Agreement and Release;

b. They have had the benefit of consultation with competent legal counsel in connection with considering and agreeing with this Agreement.

c. They are authorized to enter into this Agreement and Release.

d. They fully understand, know and appreciate all of the terms and conditions of this Agreement and Release.

e. They execute this Agreement and Release and make the settlement and release provided for herein voluntarily, and of their own free will.

f. The parties agree that this Agreement and Release is being entered into to resolve disputed claims, to avoid further costs in connection with litigation and that nothing connected to or concerning this Agreement and Release is to be deemed an admission of liability or wrong on the part of any party. All parties acknowledge that they have received good and valuable consideration and full payment for making this Agreement and Release, the receipt and adequacy of which is hereby acknowledged.

7. LIABILITY: If any provision, covenant, term or condition of this Agreement and Release is held to be invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of any other provisions, covenants, terms or conditions of this Agreement and Release. Notwithstanding the foregoing, if a final judgment of a Court or tribunal of jurisdiction determines that any term or provision of this Agreement and Release is invalid or unenforceable, then the parties agree that such Court or Tribunal will have the power to delete specific words or phrases or to replace any invalid or unenforceable term or provision with a term or provision that is enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision.

8. ENTIRE AGREEMENT: This Agreement and Release expresses the entire understanding of the parties with respect to the subject matter of this Agreement and Release, supercedes any prior written or oral representations, agreements or understandings with respect hereto. No party has relied on any representations, assurances or understandings other than as expressed herein or in the stipulation of dismissal with prejudice referred to in this Agreement and Release. This Agreement and Release can only be modified by written documents signed by all parties or their successors or assigns.

9. ATTORNEYS FEES/COSTS AND EXPENSES/LIENS:

a) Each party to this Agreement and Release shall bear all of their own attorney fees, expenses, including but not limited to those occurred in prosecuting or defending the action and in negotiation and execution of this Agreement and Release.

b) Plaintiffs hereby agree and represent that from the gross settlement proceeds any and all liens on said settlement including but not limited to Child Support, Medicaid, Medicare, worker's compensation lien or liens and/or welfare lien or liens shall be paid, satisfied and discharged by Plaintiffs, and Plaintiffs shall hold all named Defendants collectively and individually harmless for the payment of said liens. Furthermore, Plaintiffs' counsel shall provide proof of the payment of said lien or liens to the Defendants' counsel.

06999-00052

369073_1

10. **ADDITIONAL DOCUMENTS:** The parties and their counsel shall execute any and all such further and additional documents that shall be reasonable and necessary to carry out the provisions and intent of this Agreement and Release.

11. **SUCCESSORS / ASSIGNS:** This Agreement and Release shall be binding upon each of the parties and each of the parties' successors and assigns.

12. **GOVERNING LAW / JURISDICTION:** This Agreement and Release shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties agree that the United States District Court for the District of New Jersey shall be the one and only forum for any dispute arising out of the fulfillment or non-fulfillment of this agreement. The parties hereto are irrevocably consent to the jurisdiction of such Court.

13. **COUNTERPARTS:** This Agreement and Release may be executed in one or more counterparts, and, one signed and counterparts have been exchanged, they shall be a full force in effect.

WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this agreement and release as of the date first above written.

WITNESS:

By: _____

Shelley L. Stangler, Esq.

Dated: Feb 6, 2018

COURTNEY C. FUNG

Courtney C. Fung

WITNESS:

By: _____

Shelley L. Stangler, Esq.

Dated: January, 2018

PATRICIA WHITNEY

Patricia Whitney

WITNESS:

By: _____

Issa A. Abbas, RMC

Dated: May 21, 2018

TOWNSHIP OF TEANECK

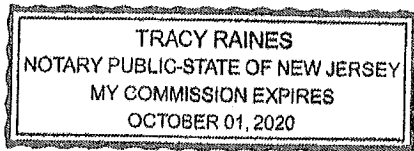
By: _____

William Broughton, Municipal Manager

STATE OF NEW JERSEY:
COUNTY OF Sunderland

On the 6 day of February, 2018, Plaintiff, Courtney C. Fung, personally came before me and acknowledged under oath, to my satisfaction, that this person:

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



Shelley L. Stangler, Esq.
Shelley L. Stangler, Esq.
Attorney At Law
State of New Jersey

STATE OF NEW JERSEY:
COUNTY OF _____:

On the ____ day of January, 2018, Plaintiff, Patricia Whitney, personally came before me and acknowledged under oath, to my satisfaction, that this person:

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

Shelley L. Stangler, Esq.
Shelley L. Stangler, Esq.
Attorney At Law
State of New Jersey

STATE OF NEW JERSEY:
COUNTY OF BERGEN:

On the ____ day of January, 2018, before me personally came William Broughton, known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed same in his capacity as Municipal Manager for the Township of Teaneck

Notary Public
Notary Public

**COVENANT NOT TO SUE,
RELEASE AND INDEMNIFICATION AGREEMENT**

This Release, dated 2/21, 2018, is given BY COURTNEY C. FUNG AND PATRICIA WHITNEY, the Releasor(s), referred to as "I" or "Releasor", TO Teaneck Texaco, Inc. d/b/a Teaneck Shell improperly named as Teaneck Shell Gas Station at 209 Cedar Lane and or Teaneck Shell Inc., Anthony Savastano, AAA North Jersey, Zurich NA, Universal Underwriters Insurance Company, individually, and as agent, servant, and/or employer, their agents, servants, employees and their past and present parents, affiliates and subsidiaries and their predecessors and successors in interest and their agents, heirs and assigns, referred to as "You" or "Releasee." If more than one person signs this Release, "I" shall mean each person who signs this Release.

1. Release.

It is understood and agreed that for and in consideration of the payment of the amounts set forth in Paragraph 3, below, and other good and valuable consideration (the "Settlement Amount") to be paid by Releasee, the receipt and sufficiency will be hereby acknowledged has and hereby does expressly covenant and agree forever to refrain from bringing any suit or proceeding at law or in equity against Releasee and its successors and predecessors in interest, heirs, and assigns arising from any and all claims that Releasors ever had, now have, or may develop in the future as a result of any claimed injuries or damages resulting from the accident of therefrom and more particularly, Releasors covenant to dismiss the aforesaid Action as to Releasee with prejudice and without costs (the "Release").

I release and give up 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. Furthermore, this Release includes but is not limited to any and all claims which may arise under N.J.S.A. 2A:31-1, et seq. (Wrongful Death) and is in complete satisfaction of such claims, including but not limited to any pecuniary injuries suffered by Releasor and the survivors, including but not limited to all future lost wages or prospective earnings, loss of companionship, consortium, and funeral expenses. I specifically release the following claims: Any and all claims arising out of the accident of August 31, 2013 and all claims for damages, past, present and future, including compensatory and punitive damages, medical bills, wage loss, costs, expenses and counsel fees. More specifically but without limitation thereto all claims brought in the matter captioned Courtney C. Fung and Patricia Whitney vs. Anthony Savastano, et al, Civil Action No. 2:15-cv-06493-KM-JBC.

2. Additional Promises.

IT IS UNDERSTOOD AND AGREED THAT there is no admission of liability by YOU.

IT IS UNDERSTOOD AND AGREED THAT I shall not disparage YOU nor shall I make any disparaging remarks to anyone regarding the subject matter of MY accident, claim or disposition as set forth herein.

IT IS UNDERSTOOD AND AGREED THAT the terms of this Release shall be held strictly confidential and not be disclosed to any person other than the members of the immediate family of Releasor, employees of the attorneys representing Releasor, and employees, agents, and representatives of Releasor, without prior written consent of the Releasee or its duly authorized representative. The Releasee agrees that any such written consent shall not be unreasonably withheld, consistent with the general purposes of this confidentiality agreement.

IT IS UNDERSTOOD AND AGREED THAT the payment made by Releasee is made in order to compromise a doubtful and disputed claim, and is not to be construed as an admission of liability on the part of Releasee, by whom liability is expressly denied.

IT IS UNDERSTOOD AND AGREED THAT the within Release is intended to release only Releasee, its successors and predecessors in interest, heirs, and assigns, from any and all claims made by or on behalf of Releasor or arising out of the alleged injuries and is not intended to release or benefit in any way any other defendants or third-party defendants in the Action.

IT IS UNDERSTOOD AND AGREED THAT Releasor acknowledges that he is responsible for payment of any and all outstanding medical bills and are solely responsible for any obligation to reimburse the parties, governmental entities, insurers, or others, if any, who paid for any medical services rendered to Courtney Fung. Releasor acknowledges and understands that he is responsible for satisfying any and all claims and liens to the extent they apply to the consideration paid for this Release under the Medicare, Medicaid, and SCHIP Extension Act of 2007 ("MMSEA"), Pub. L. No. 110-173, 121 Stat. 2492 (2007), and Medicare Secondary Payer Act ("MSP"), 42 U.S.C. § 1395y(b) (2008), and all federal and/or other laws which may be applicable. In order to give full effect to the intent expressed in this Paragraph, Releasor agrees to indemnify and hold harmless Releasees from any claim by Medicare or any other government, health, disability insurer or workers' compensation provider under the MMSEA, MSP, and all other applicable federal and state laws arising from medical care, workers compensation or disability payments provided or

to be provided to Courtney Fung, or arising from the failure to make the payments and satisfactions described in this Paragraph. Releasor acknowledges and incorporates herein all promises made in the attached
MEDICARE RIDER.

IT IS UNDERSTOOD AND AGREED THAT I am responsible for satisfaction of any and all outstanding child support arrearage and judgment out of these settlement proceeds and will attend to their satisfaction.

IT IS UNDERSTOOD AND AGREED THAT I/We agree that should any lien or outstanding medical bill, child support payment, medical lien, social security lien, unemployment compensation lien or attorney lien or amount not be satisfied out of the settlement proceeds as promised I/We shall defend, indemnify and hold YOU harmless from any claim, loss or damages including attorney fees incurred by YOU to defend such claim by any such lien holder and also attorney fees incurred by YOU for the prosecution or enforcement of any right hereunder asserted by any such lien holder or person to whom such sums are due and should have been paid.

IT IS UNDERSTOOD AND AGREED THAT Releasor acknowledges that these provisions are supported in part by the consideration recited below.

3. Payment.

I have been paid a total of Twenty-Five Thousand Dollars (\$25,000.00) in full payment for making this Release. I agree that I will not seek anything further including any other payment from you.

4. 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.

5. Signatures.

I understand and agree to the terms of this Release. This agreement has been explained to me carefully by my attorney. I understand that this agreement is binding on me in every way; among other things, I understand that in return for receiving the Settlement Amount, I am giving up any and all claims against Releasee that the Releasor ever had, now has, or may develop in the future as a result of any claimed injuries or damages resulting from the accident of August 31, 2013.

[Intentionally Left Blank]

MEDICARE RIDER

The Undersigned warrants as further consideration of said sum paid that no other person, firm, corporation or government body is entitled to any claim whatsoever growing out of the aforesaid Claim. The Undersigned will indemnify and hold harmless the party or parties released from any and all other claims which might arise from the aforesaid Claim. This includes, but is not limited to, any claim by any private or public entity under the Medicare Secondary Payer Act (42 U.S.C. § 1395y (b)) as amended and the relevant regulations contained in 42 C.F.R. §411.

Since the Undersigned is currently a Medicare beneficiary, the parties acknowledge that the Federal Government may have made conditional payments to medical providers on behalf of the Undersigned. The parties acknowledge that the conditional payments are calculated by the Medicare Secondary Payer Recovery Contractor (MSPRC) (a subcontractor for the Federal Government) which will not issue a final amount until after a case has settled.

Therefore, the parties agree that no payment will be issued until after the case is settled and until after the MSPRC makes a final determination as to total amount owed for the conditional payment.

Therefore, in settlement of this claim, the Parties hereby agree that:

1. No checks will be issued for any payment until the MSPRC has submitted the final conditional payment amount (this will occur post-settlement);
2. Once the final conditional payment amount is received from the MSPRC, Releasees will issue payment to the MSPRC in the amount of the final demand;
3. If the final conditional payment amount is less than the total settlement of this case, then the Releasees will issue payment to the claimant for any difference between the final conditional payment amount and the total amount contained in this Release;
4. If the final conditional payment amount is equal to or greater than the total settlement amount contained in this Release, then no payment will be issued to the claimant as the entire settlement funds will have been used to satisfy the MSPRC claim for conditional payments.
5. If the final conditional payment conflicts with any child support judgment and arrears then claimant will apply to the court for a ruling as to disposition of said funds and priority of rights to said funds between the child support judgment creditor (and child) and MSPRC.

The claimant acknowledges that it is possible no payment will be issued to the claimant and the entire settlement proceeds may have to be paid to the MSPRC to satisfy the parties' obligations under the Medicare Secondary Payer Act.

The Releasees have made no representations about the possible amount of the final conditional payment amount. It is the claimant's responsibility, prior to settlement, to ascertain if any conditional payments are owed to the MSPRC.

Included in the total settlement amount, the parties agree that the amount of \$ 2,000 will be used by the Undersigned to establish a Medicare Set-aside (MSA) Trust Account.

The MSA funds are in consideration of future medical payments that may be covered by Medicare. This amount shall be allocated and kept in a self-administered Trust by the Undersigned. The total sum of the MSA shall be placed in an interest-bearing account and shall be disbursed pursuant to the Centers for Medicare & Medicaid Services (CMS) requirements. It is the responsibility of the Undersigned to administer the Trust in accordance with the rules and regulations of CMS. This may include, but is not limited to, providing CMS with an accounting of funds on annual basis.

The Undersigned understands that the Medicare Set-Aside funds must be used to pay only for covered Medicare expenses. Undersigned understands that the funds must be placed in an interest-bearing account, and this account must be separate from the Undersigned's personal savings and checking accounts. The funds in this account may only be used for payment of medical services related to the injuries associated with this claim that would normally be paid by Medicare. If payments from this account are used to pay for services that are not covered by Medicare, Medicare may not pay injury-related claims until these funds are restored to the MSA account, and then properly exhausted.

It is not the intention of the defendant to shift responsibility of future medical benefits to the Federal Government. The above-mentioned funds allocated for otherwise covered Medicare-covered future medical expenses is intended directly for payment of medical expenses related to this claim. This settlement is meant to give consideration to Medicare's interest pursuant to the Medicare Secondary Payer Act (42 U.S.C. § 1395y(b)) as amended and the relevant regulations contained in 42 C.F.R. §411.

The MSA amount was based on a review of the Undersigned's medical records, life expectancy, and future care projections from a certified nurse life care planner. The amount of the MSA has been carefully determined based upon factors including, but not limited to, the Undersigned's date of entitlement to Medicare, the basis for Medicare entitlement, the type and severity of the claimed injury or illness, and the age of the Undersigned. The parties are in agreement that this amount is a reasonable consideration of Medicare's interest pursuant to the Medicare Secondary Payer Act.

As noted above, it is not the purpose of the settlement agreement to shift to Medicare the responsibility for payment of medical expenses for the treatment for work related conditions. Instead, this settlement is intended to provide the Undersigned with a Medicare Set-Aside Trust which will foreclose any requirement that the defendant may have for future medical treatment related to this claim.

The Undersigned further agrees to hold the Released Parties harmless and indemnify the Released Parties from any claim, lien, or cause of action brought by any entity pursuant to Medicare Secondary Payer Act (42 U.S.C. § 1395y (b)) related to this claim.

The Undersigned releases, acquits and forever discharges the Released Parties from any claim of the action the Undersigned may have had pursuant to 42 U.S.C. § 1395y (b)(3)(A).

Should the Centers for Medicare & Medicaid Services (CMS) (or any of its affiliates or subcontractors) submit or make any claim, allegation, investigation, or otherwise inquire about any Medicare-related expenses alleged by CMS to be associated with this claim at any time in the future, the Undersigned expressly agrees to cooperate with the (insured/defendant) or any of its agents, subsidiaries, or designees in responding to or addressing the claims raised by CMS. This includes, but is not limited to, providing the (insured/defendant) with a consent form so it can transmit and receive data to and from CMS (including medical information), providing the (insured/defendant) with details about any alleged expenses CMS claims is related to this claim, and any other information that is reasonably necessary to allow the (insured/defendant) to properly address any claim(s) by CMS.

Witnessed or Attested by:

Witnessed or Attested by:

Robert M. Kalish

Courtney Fung

Patricia Whitney

Patricia Whitney

STATE OF NEW JERSEY :

SS:

COUNTY OF _____:

I certify that on _____, 2017, Courtney Fung, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

(a) is named in and personally signed this document; and

(b) signed, sealed and delivered this document as his or her act and deed.

STATE OF NEW JERSEY :

SS:

COUNTY OF Bergen:

I certify that on FEB. 2, 2018 Patricia Whitney, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

(a) is named in and personally signed this document; and

(b) signed, sealed and delivered this document as his or her act and deed.

Robert M. Kalisch
ATTORNEY-AT-LAW
STATE OF NEW JERSEY

**COVENANT NOT TO SUE,
RELEASE AND INDEMNIFICATION AGREEMENT**

This Release, dated 2/6, 2017, is given BY COURTNEY C. FUNG AND PATRICIA WHITNEY, the Releasor(s), referred to as "I" or "Releasor", TO Teaneck Texaco, Inc. d/b/a Teaneck Shell Improperly named as Teaneck Shell Gas Station at 209 Cedar Lane and or Teaneck Shell Inc., Anthony Savastano, AAA North Jersey, Zurich NA, Universal Underwriters Insurance Company, individually, and as agent, servant, and/or employer, their agents, servants, employees and their past and present parents, affiliates and subsidiaries and their predecessors and successors in interest and their agents, heirs and assigns, referred to as "You" or "Releasee." If more than one person signs this Release, "I" shall mean each person who signs this Release.

1. Release.

It is understood and agreed that for and in consideration of the payment of the amounts set forth in Paragraph 3, below, and other good and valuable consideration (the "Settlement Amount") to be paid by Releasee, the receipt and sufficiency will be hereby acknowledged has and hereby does expressly covenant and agree forever to refrain from bringing any suit or proceeding at law or in equity against Releasee and its successors and predecessors in interest, heirs, and assigns arising from any and all claims that Releasors ever had, now have, or may develop in the future as a result of any claimed injuries or damages resulting from the accident of therefrom and more particularly, Releasors covenant to dismiss the aforesaid Action as to Releasee with prejudice and without costs (the "Release").

I release and give up 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. Furthermore, this Release includes but is not limited to any and all claims which may arise under N.J.S.A. 2A:31-1, et seq. (Wrongful Death) and is in complete satisfaction of such claims, including but not limited to any pecuniary injuries suffered by Releasor and the survivors, including but not limited to all future lost wages or prospective earnings, loss of companionship, consortium, and funeral expenses. I specifically release the following claims: Any and all claims arising out of the accident of August 31, 2013 and all claims for damages, past, present and future, including compensatory and punitive damages, medical bills, wage loss, costs, expenses and counsel fees. More specifically but without limitation thereto all claims brought in the matter captioned Courtney C. Fung and Patricia Whitney vs. Anthony Savastano, et al, Civil Action No. 2:15-cv-06493-KM-JBC .

2. Additional Promises.

IT IS UNDERSTOOD AND AGREED THAT there is no admission of liability by YOU.

IT IS UNDERSTOOD AND AGREED THAT, I shall not disparage YOU nor shall I make any disparaging remarks to anyone regarding the subject matter of MY accident, claim or disposition as set forth herein.

IT IS UNDERSTOOD AND AGREED THAT the terms of this Release shall be held strictly confidential and not be disclosed to any person other than the members of the immediate family of Releasor, employees of the attorneys representing Releasor, and employees, agents, and representatives of Releasor, without prior written consent of the Releasee or its duly authorized representative. The Releasee agrees that any such written consent shall not be unreasonably withheld, consistent with the general purposes of this confidentiality agreement.

IT IS UNDERSTOOD AND AGREED THAT the payment made by Releasee is made in order to compromise a doubtful and disputed claim, and is not to be construed as an admission of liability on the part of Releasee, by whom liability is expressly denied.

IT IS UNDERSTOOD AND AGREED THAT the within Release is intended to release only Releasee, its successors and predecessors in interest, heirs, and assigns, from any and all claims made by or on behalf of Releasor or arising out of the alleged injuries and is not intended to release or benefit in any way any other defendants or third-party defendants in the Action.

IT IS UNDERSTOOD AND AGREED THAT Releasor acknowledges that he is responsible for payment of any and all outstanding medical bills and are solely responsible for any obligation to reimburse the parties, governmental entities, insurers, or others, if any, who paid for any medical services rendered to Courtney Fung. Releasor acknowledges and understands that he is responsible for satisfying any and all claims and liens to the extent they apply to the consideration paid for this Release under the Medicare, Medicaid, and SCHIP Extension Act of 2007 ("MMSEA"), Pub. L. No. 110-173, 121 Stat. 2492 (2007), and Medicare Secondary Payer Act ("MSP"), 42 U.S.C. § 1395y(b) (2008), and all federal and/or other laws which may be applicable. In order to give full effect to the intent expressed in this Paragraph, Releasor agrees to indemnify and hold harmless Releasees from any claim by Medicare or any other government, health, disability insurer or workers' compensation provider under the MMSEA, MSP, and all other applicable federal and state laws arising from medical care, workers compensation or disability payments provided or

to be provided to Courtney Fung, or arising from the failure to make the payments and satisfactions described in this Paragraph. Releasor acknowledges and incorporates herein all promises made in the attached
MEDICARE RIDER.

IT IS UNDERSTOOD AND AGREED THAT I am responsible for satisfaction of any and all outstanding child support arrearage and judgment out of these settlement proceeds and will attend to their satisfaction.

IT IS UNDERSTOOD AND AGREED THAT I/We agree that should any lien or outstanding medical bill, child support payment, medical lien, social security lien, unemployment compensation lien or attorney lien or amount not be satisfied out of the settlement proceeds as promised I/We shall defend, indemnify and hold YOU harmless from any claim, loss or damages including attorney fees incurred by YOU to defend such claim by any such lien holder and also attorney fees incurred by YOU for the prosecution or enforcement of any right hereunder asserted by any such lien holder or person to whom such sums are due and should have been paid.

IT IS UNDERSTOOD AND AGREED THAT Releasor acknowledges that these provisions are supported in part by the consideration recited below.

3. Payment.

I have been paid a total of Twenty-Five Thousand Dollars (\$25,000.00) in full payment for making this Release. I agree that I will not seek anything further including any other payment from you.

4. 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.

5. Signatures.

I understand and agree to the terms of this Release. This agreement has been explained to me carefully by my attorney. I understand that this agreement is binding on me in every way; among other things, I understand that in return for receiving the Settlement Amount, I am giving up any and all claims against Releasee that the Releasor ever had, now has, or may develop in the future as a result of any claimed injuries or damages resulting from the accident of August 31, 2013.

[Intentionally Left Blank]

Witnessed or Attested by:

TP

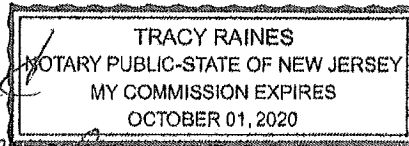
C. Fung
Courtney Fung

Witnessed or Attested by:

Patricia Whitney

STATE OF NEW JERSEY :

SS:
COUNTY OF Cumberland



I certify that on Feb. 6, 2017, Courtney Fung, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

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

Tr. Raines

STATE OF NEW JERSEY :

SS:
COUNTY OF _____:

I certify that on _____, 2017, Patricia Whitney, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

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

MEDICARE RIDER

The Undersigned warrants as further consideration of said sum paid that no other person, firm, corporation or government body is entitled to any claim whatsoever growing out of the aforesaid Claim. The Undersigned will indemnify and hold harmless the party or parties released from any and all other claims which might arise from the aforesaid Claim. This includes, but is not limited to, any claim by any private or public entity under the Medicare Secondary Payer Act (42 U.S.C. § 1395y (b)) as amended and the relevant regulations contained in 42 C.F.R. §411.

Since the Undersigned is currently a Medicare beneficiary, the parties acknowledge that the Federal Government may have made conditional payments to medical providers on behalf of the Undersigned. The parties acknowledge that the conditional payments are calculated by the Medicare Secondary Payer Recovery Contractor (MSPRC) (a subcontractor for the Federal Government) which will not issue a final amount until after a case has settled.

Therefore, the parties agree that no payment will be issued until after the case is settled and until after the MSPRC makes a final determination as to total amount owed for the conditional payment.

Therefore, in settlement of this claim, the Parties hereby agree that:

1. No checks will be issued for any payment until the MSPRC has submitted the final conditional payment amount (this will occur post-settlement);
2. Once the final conditional payment amount is received from the MSPRC, Releasees will issue payment to the MSPRC in the amount of the final demand;
3. If the final conditional payment amount is less than the total settlement of this case, then the Releasees will issue payment to the claimant for any difference between the final conditional payment amount and the total amount contained in this Release;
4. If the final conditional payment amount is equal to or greater than the total settlement amount contained in this Release, then no payment will be issued to the claimant as the entire settlement funds will have been used to satisfy the MSPRC claim for conditional payments.
5. If the final conditional payment conflicts with any child support judgment and arrears then claimant will apply to the court for a ruling as to disposition of said funds and priority of rights to said funds between the child support judgment creditor (and child) and MSPRC.

The claimant acknowledges that it is possible no payment will be issued to the claimant and the entire settlement proceeds may have to be paid to the MSPRC to satisfy the parties' obligations under the Medicare Secondary Payer Act.

The Releasees have made no representations about the possible amount of the final conditional payment amount. It is the claimant's responsibility, prior to settlement, to ascertain if any conditional payments are owed to the MSPRC.

Included in the total settlement amount, the parties agree that the amount of \$_____ will be used by the Undersigned to establish a Medicare Set-aside (MSA) Trust Account.

The MSA funds are in consideration of future medical payments that may be covered by Medicare. This amount shall be allocated and kept in a self-administered Trust by the Undersigned. The total sum of the MSA shall be placed in an interest-bearing account and shall be disbursed pursuant to the Centers for Medicare & Medicaid Services (CMS) requirements. It is the responsibility of the Undersigned to administer the Trust in accordance with the rules and regulations of CMS. This may include, but is not limited to, providing CMS with an accounting of funds on annual basis.

The Undersigned understands that the Medicare Set-Aside funds must be used to pay only for covered Medicare expenses. Undersigned understands that the funds must be placed in an interest-bearing account, and this account must be separate from the Undersigned's personal savings and checking accounts. The funds in this account may only be used for payment of medical services related to the injuries associated with this claim that would normally be paid by Medicare. If payments from this account are used to pay for services that are not covered by Medicare, Medicare may not pay injury-related claims until these funds are restored to the MSA account, and then properly exhausted.

It is not the intention of the defendant to shift responsibility of future medical benefits to the Federal Government. The above-mentioned funds allocated for otherwise covered Medicare-covered future medical expenses is intended directly for payment of medical expenses related to this claim. This settlement is meant to give consideration to Medicare's interest pursuant to the Medicare Secondary Payer Act (42 U.S.C. § 1395y(b)) as amended and the relevant regulations contained in 42 C.F.R. §411.

The MSA amount was based on a review of the Undersigned's medical records, life expectancy, and future care projections from a certified nurse life care planner. The amount of the MSA has been carefully determined based upon factors including, but not limited to, the Undersigned's date of entitlement to Medicare, the basis for Medicare entitlement, the type and severity of the claimed injury or illness, and the age of the Undersigned. The parties are in agreement that this amount is a reasonable consideration of Medicare's interest pursuant to the Medicare Secondary Payer Act.

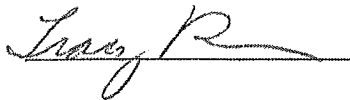
As noted above, it is not the purpose of the settlement agreement to shift to Medicare the responsibility for payment of medical expenses for the treatment for work related conditions. Instead, this settlement is intended to provide the Undersigned with a Medicare Set-Aside Trust which will foreclose any requirement that the defendant may have for future medical treatment related to this claim.

The Undersigned further agrees to hold the Released Parties harmless and indemnify the Released Parties from any claim, lien, or cause of action brought by any entity pursuant to Medicare Secondary Payer Act (42 U.S.C. § 1395y (b)) related to this claim.

The Undersigned releases, acquits and forever discharges the Released Parties from any claim of the action the Undersigned may have had pursuant to 42 U.S.C. § 1395y (b)(3)(A).

Should the Centers for Medicare & Medicaid Services (CMS) (or any of its affiliates or subcontractors) submit or make any claim, allegation, investigation, or otherwise inquire about any Medicare-related expenses alleged by CMS to be associated with this claim at any time in the future, the Undersigned expressly agrees to cooperate with the (insured/defendant) or any of its agents, subsidiaries, or designees in responding to or addressing the claims raised by CMS. This includes, but is not limited to, providing the (insured/defendant) with a consent form so it can transmit and receive data to and from CMS (including medical information), providing the (insured/defendant) with details about any alleged expenses CMS claims is related to this claim, and any other information that is reasonably necessary to allow the (insured/defendant) to properly address any claim(s) by CMS.

Witnessed or Attested by:



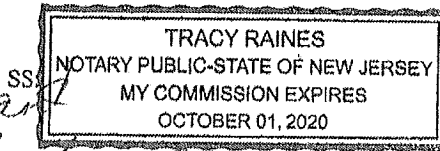
Witnessed or Attested by:


Courtney Fung

Patricia Whitney

STATE OF NEW JERSEY :

COUNTY OF Cumberland :



I certify that on Feb. 6, 2018, Courtney Fung, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

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

A handwritten signature in cursive script, appearing to read "Tracy Raines", written over a horizontal line.

STATE OF NEW JERSEY :

SS:

COUNTY OF _____:

I certify that on _____, 2017, Patricia Whitney, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

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