8025-B

RELEASE

This Release, dated 7/18, 2019

BY the Releasor(s) **Oriandra Flowers, a Minor, by Her Natural Mother and Guardian, Rosanna Thompson**

referred to as "I,"

TO: **James A. Cavanaugh, The Borough of Collingswood, AmeriHealth Casualty Services, and the Camden County Municipal Joint Insurance Fund,**

referred to as "You".

If more than one person signs this Release, "I" shall mean each person who signs this Release.

1. ***Release.*** I release and give up any and all claims 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. I specifically release the following claims:

Any and all past, present, future claims, demands, obligations, actions, causes of action, rights, damages, loss of services, compensation of any nature whatsoever based on tort, contract, or other theory of recovery, claims for compensatory, punitive, economic loss, and consequential damages, including but not limited to, any and all claims for pain and suffering, loss of consortium, lost wages, loss of earnings capacity, medical/dental bills, attorney's fees, costs and/or expenses, **which arose from a motor vehicle accident, on or about May 6, 2016, involving the plaintiff, Oriandra Flowers, a Minor, at the intersection of Richey Avenue and Route 130 South, located in the Borough of Collingswood, County of Camden, State of New Jersey, and those claims which were brought or could have been brought or set forth in the Complaint encaptioned: *Rosanna Thompson and Oriandra Flowers, a Minor by Her Natural Mother and Guardian, Rosanna Thompson v. James A. Cavanaugh, The Borough of Collingswood, et al.*, Docket No. CAM-L-775-18, filed in the Superior Court of New Jersey, Law Division, Camden County.**

This Release is for compensation of any and all injuries I have sustained, known, unknown or unknowable, and in full compensation for any and all personal injuries, past, present or future, physical pain and suffering, psychological injuries, emotional distress, loss of services, loss of consortium, services or society, loss of wages, now or in the future, and for any development which may or may not relate to the life, death or life expectancy of any Releasor including, but not limited to, any and all potential damages which could possibly be recoverable pursuant to Alfone v. Sarno, 87 N.J. 99 (1980), Mauro v. Raymark Industries, Inc., 116 N.J. 126 (1989), the Wrongful Death Act, N.J.S.A. 2A:31-1, et seq., the Survival Act, N.J.S.A. 2A:15-3 et seq., or other legal authority which, absent this Release, might permit Releasor or any other person authorized by law to make such a claim or claims.

It is expressly understood that this Release is for the settlement, release, discharge and elimination of any and all claims. I hereby acknowledge that by executing this Release and accepting the monies paid hereunder I and those who otherwise might be entitled to make such a claim or claims in the future have received fair, just and adequate compensation for all such claims in exchange for which all such claims, past, present and future are forever released and discharged. This Release also specifically applies to any potential future lawsuit for the alleged wrongful death of the Releasor and releases any claims for the cost of past, present or future medical care, living, educational and/or occupational needs or assistance. Even if additional facts become known which were not known at the time this Release was executed, I waive my right to bring a lawsuit against the above Releasees.

It is expressly understood and agreed that the acceptance of the amount below is in full accord and satisfaction, and in compromise of all disputed claims and that payment thereof is not an admission of liability by any party, but is made for the purposes of terminating all disputes and litigation between the parties.

The undersigned hereby discharges and agrees to indemnify and save harmless the Releasee(s) from any liens asserted by any dental or health care carrier, dental or health care provider, hospital, insurer, doctor, dentist, endodontist, orthodontists, surgeon, any and all ERISA liens for dental expenses, orthodontic expenses, medical expenses, hospital expenses, attorney's fees, lost wages payments, attorneys liens, subrogation claims or liens, Medicare or Medicaid liens, or any child support or workers compensation liens to the extent required to be paid in accordance with the law which is a result of this accident or occurrence or against me/us whether or not it pertains to this accident or occurrence.

The undersigned hereby certifies and represents to the Releasee(s) that he/she/they have fully disclosed the name, address, telephone number, policy number, and claim number, and docketed judgment number for child support as well as amount claimed, as a lien, by any health care carrier, health care provider, worker's compensation carrier, subrogation insurance carrier, or attorney as a result of this accident or occurrence or against me whether or not it pertains to this accident or occurrence.

2. ***Payment.*** I have been paid a total **$27,500.00 (Twenty-Seven Thousand Five Hundred Dollars and Zero Cents)** in full payment for making this Release. I agree that I will not seek anything further including any other payment from you.

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

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

Liens - Indemnity and Hold Harmless. It is expressly understood and agreed, Claimant and their counsel further covenant and agree that any and all Medicare, Medicaid, Dental, ERISA, Social Security, hospital, medical insurance coverage subrogation claims and/or any and all other type of liens or interest that is and/or could be claimed by any person and/or entity, will be fully paid, satisfied and released from the settlement proceeds paid herein, in trust, unless and until such time as said liens and/or claims have been fully paid, satisfied or released.

In this regard, Claimant agrees to indemnify and hold harmless the Released Parties, their insurance carriers, their attorneys and all others in privity with them, from any claim by, through and/or under Claimant including, but not limited to, any direct claim by Medicare and/or Social Security for reimbursement of any funds paid by them relating to the injuries and claims arising from the accident in question.

Witnessed or Attested by:

Rosanna Thompson
(Print witness' name)

Rosanna Thompson (Seal)
Oriandra Flowers, a Minor, by Her Natural Mother and Guardian, Rosanna Thompson

STATE OF NJ, COUNTY OF Burlington SS.:

I CERTIFY that on 7/18, 2019

Oriandra Flowers, a Minor, by Her Natural Mother and Guardian, Rosanna Thompson, personally came before me and stated to my satisfaction that this person (or if more than one) each person):

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

Signed and sworn to before me on
, 2019

Vanessa Palmeri, Notary Public
Vanessa Palmeri
Attorney at Law
State of NJ

ADDENDUM TO RELEASE OF ALL CLAIMS

I, **Oriandra Flowers, a Minor, by Her Natural Mother and Guardian, Rosanna Thompson,** (hereinafter referred to as "Claimant"), individually and on behalf of Claimant's heirs, executors, administrators and assigns, as additional consideration for the settlement agreement referenced in the RELEASE OF ALL CLAIMS to which this ADDENDUM is attached and of which this ADDENDUM is a part (hereinafter referred to as "the settlement agreement"), further recite, warrant, represent and agree as follows:

Claimant understands, acknowledges and agrees that:

1. In reaching the settlement agreement, the parties have given considerable attention to whether Claimant is entitled to Social Security disability benefits pursuant to 42 U.S.C. § 423. It is not the intention of any party to the settlement agreement to shift to Medicare responsibility for payment of medical expenses for the treatment of the injuries that Claimant sustained as result of the incident referenced in the settlement agreement (hereinafter referred to as "the incident"). However, the settlement agreement is intended to foreclose the released parties from responsibility for future payments of any medical expenses and prescription drug expenses related to the incident and Claimant's injuries that Claimant sustained as a result of the incident.

2. The released parties have expressly denied all liability for any damages as a result of the incident and dispute the reasonableness and necessity of past and future medical treatment and expenses allegedly incurred regarding Claimant's injuries resulting from the incident.

3. Because Claimant's injuries resulting from the incident were sustained on or after December 5, 1980, the sections of the Social Security Act known as the Medicare Secondary Payer ("MSP") law (42 U.S.C. Section 1395y[b]) and federal regulations adopted by the federal government to implement this law (including 42 C.F.R. Part 411) have been considered by the parties. These laws and regulations are collectively referred to herein as the "MSP provisions." Detailed information regarding the MSP provisions is available at the Centers for Medicare & Medicaid Services website at http://www.cms.hhs.gov/; a summary of the Medicare Secondary Payer Recovery Claim Process is available at http://www.cms.hhs.gov/MSPRecovClaimPro/.

4. Pursuant to the MSP provisions, Medicare is not required to make and does not make payment for covered items or services to the extent that payment has been made, or can reasonably be expected to be made, under a liability insurance policy or plan. Liability insurance means insurance (including a self-insured plan) that provides payment based on legal liability for injury or illness or damage to property, and includes, but is not limited to, automobile liability insurance, uninsured motorist insurance, underinsured motorist insurance, homeowners' liability insurance, malpractice insurance, product liability insurance, and general casualty insurance.

5. However, pursuant to the MSP provisions, under certain circumstances, Medicare may make conditional payments which are conditioned on reimbursement to Medicare to the extent that payment with respect to the same items or services could have been made under a liability insurance policy or plan. These conditional payments are subject to later recovery by Medicare if there is a settlement, judgment, award or other payment.

6. Regarding these conditional payments, Medicare has a statutory direct right of recovery, a right that takes precedence over the claims of any other party, from anyone, including but not limited to the Medicare beneficiary, who receives payment directly or indirectly from the proceeds of a liability insurance payment, as well as from the liability insurer or plan making the payment. A failure to fully comply with the MSP provisions can result in a recovery action by Medicare seeking reimbursement of Medicare payments that Medicare was not required to make and penalties. 42 C.F.R. §411.24.

7. It is the understanding of the parties that the MSP provisions do not apply, and that compliance with these provisions is not required, regarding Claimant's claim for injuries which is the subject of the settlement agreement as Claimant has expressly represented and warranted, and hereby again expressly represents and warrants, that:

   a. Medicare has made no conditional payments for any medical expense or prescription drug expense related to Claimant's injuries sustained in the incident.

   b. Claimant is not, nor has Claimant ever been, a Medicare beneficiary.

   c. Claimant is not currently receiving Social Security Disability Benefits.

   d. Claimant has not applied for Social Security Disability Benefits.

   e. Claimant has not been denied Social Security Disability Benefits.

   f. Claimant has not appealed from a denial of Social Security Disability Benefits.

   g. Claimant is not in End Stage Renal Failure.

   h. Claimant does not expect to become eligible for Medicare benefits within the next 30 months.

   I. No liens, including but not limited to liens for medical treatment by hospitals, physicians, or medical providers or suppliers of any kind, have been filed regarding the treatment of Claimant's injuries sustained as a result of the incident.

8. Claimant is aware that each liability insurer paying the settlement is relying on Claimant's representation and warranties stated in Paragraph 7, and each of them, and that each such insurer reasonably expects that each such representation and warranty by Claimant is true. Claimant is of sound mind and body and fully capable of reading and understanding this ADDENDUM. Claimant understands the consequences of Claimant's failure to comply with the MSP provisions referenced in this ADDENDUM.

Witnessed or Attested by:

Rosanna Thompson
(Print witness' name)

Rosanna Thompson (Seal)
Oriandra Flowers, a Minor, by Her Natural Mother and Guardian, Rosanna Thompson

STATE OF NJ, COUNTY OF Burlington SS.:

I CERTIFY that on , 2019,

Oriandra Flowers, a Minor, by Her Natural Mother and Guardian, Rosanna Thompson, personally came before me and stated to my satisfaction that this person (or if more than one) each person):

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

Signed and sworn to before me on
7/18 , 2019

Vanessa Patricia
, Notary Public

Vanessa Patricia
Attorney at Law
State of New Jersey