

RELEASE

This Release, dated April 2, 2018, is given

BY the Releasor

THE ESTATE OF JOSEPH GARRO, referred to as "I," and "Me",

TO

BOROUGH OF LINDENWOLD, THOMAS J. BRENNAN, KYLE KEATING and MARTIN HAYDEN, referred to as "YOU" and "YOUR."

1. **Release.** I release and give up any and all claims and rights which I may have against You. This releases all claims, whether or not they have been specifically pled or specifically mentioned in this Release. This Release applies to all claims resulting from anything which has happened up until now, including but not limited to specifically releasing the following claims:

Any and all claims asserted or that could have been asserted which arise from an incident which occurred on April 25, 2014, which was the subject of an lawsuit filed in the United States District Court, District of New Jersey, Camden Vicinage, captioned as "THE ESTATE OF JOSEPH GARRO, BY HIS ADMINISTRATORS AD PROSEQUENDUM, PLAINTIFF V. BOROUGH OF LINDEWOLD, CHIEF OF POLICE, THOMAS J. BRENNAN, PATROLMAN KYLE KEATING, BADGE#88, PATROLMAN MICHAEL HAYDEN, BADGE #56 AND JOHN DOES 1, 2 AND 3, DEFENDANTS." Civil Action No. 16-02253-JBS-AMD, including but not limited to all claims under 42 U.S.C. § 1983 or the New Jersey Civil Rights Act, assault & battery, false arrest, malicious prosecution, negligence, personal injuries or illnesses, economic losses, counsel fees, or any other civil rights violation or tort or as a result of events occurring on April 25, 2014.

2. **No Admission of Liability.** This release is not meant to be construed as an admission of liability as to any party, as liability is disputed and denied. It is further specifically understood and agreed that You do not make any admission of liability by making payment pursuant to this Release and that the settlement is entered into solely for the purposes of terminating the legal proceedings in this matter.

3. **Payment.** In consideration for making this Release, You have agreed to pay Me a settlement of Ten Thousand Dollars (\$10,000.00). I further understand and agree that I will not seek anything further from You, including but not limited to any other payments from You for past, present or future medical expenses, loss of consortium, economic

damages, nominal damages, compensatory damages, punitive damages, costs, fees, interest and/or attorney's fees.

4. Agreement to Satisfy and Indemnify with Respect to Liens and/or Judgments. I agree to pay any valid judgment(s) or lien(s) which exist against me, which are payable by law, which may have been imposed by Medicaid, Medicare, Social Services, or health insurance carriers, to include any judgment for child support, restitution and other fines which may have been imposed by a court of law, which by law must be satisfied from the proceeds of this settlement. In making this Agreement, I understand and agree that I will defend and indemnify You, for all claims by any government entity and/or judgment creditor who may assert or attempt to assert any cause of action against You for my failure to satisfy such liens and/or judgments from the proceeds of this Settlement.

5. Who is Bound. I am bound by this Release along with any and all of my predecessors in interest. Anyone who succeeds my rights and responsibilities is also bound. This Release is made for Your benefit and all who succeed to Your rights and responsibilities, such as any of Your heirs or executors.

6. Warranty of Capacity to Execute. I represent and warrant that no other person or entity has or has had any interest in the claims, demands, obligations, or causes of action referred to in this Release and that I have the sole right and exclusive authority to execute this Release and receive the sum specified above. I further agree to defend and indemnify You against claims by any other person or entity that asserts an interest in the same claims, demands, obligations or causes of action referred to in this Release. I represent and warrant that I have not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Release.

7. Representation of Comprehension of Document. In entering into this Release, I represent that I have relied upon the legal advice of one or both of my attorneys, Justin T. Loughry, Esquire and Lawrence W. Lindsay, Esquire, and that the terms of this Release have been explained to me by my attorney(s), to my complete satisfaction. I fully understand and voluntarily accept the terms of this Release. I represent and certify that no one has forced me to accept the terms of this Release and to settle this matter.

8. Signature. I understand and agree to the terms of this Release.

Mildred Logue
Mildred Logue

Co-administrator ad Prosequendum
for the estate of Joseph Garro

Vincent Garro
Vincent Garro

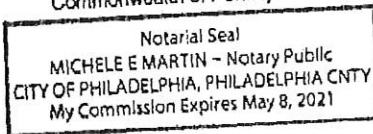
Co-administrator ad Prosequendum
for the estate of Joseph Garro

STATE OF PA

COUNTY OF Philadelphia

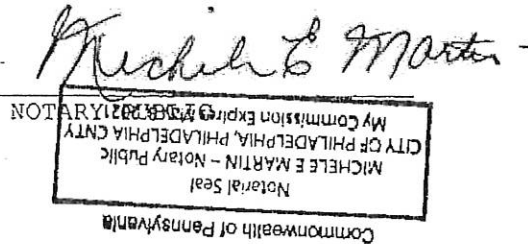
I CERTIFY that on 04/02/18, 2018, Mildred Logue personally came before me and acknowledged under oath to my satisfaction, that this person:

- (a) is named in and personally signed this document; and
- (b) signed, sealed and delivered this document as her own act and deed.
- (c) is authorized by law to sign this document on behalf of the Estate of Joseph Garro
Commonwealth of Pennsylvania



STATE OF N.J.

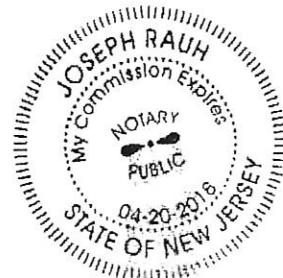
COUNTY OF GLOUCESTER



I CERTIFY that on April 9, 2018, Vincent Garro 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 own act and deed.
- (c) is authorized by law to sign this document on behalf of the Estate of Joseph Garro

Joseph Rauh
NOTARY PUBLIC



GENERAL RELEASE

KNOW ALL PERSONS, that I, **LESLIE EVANS-SAMPSON**, of Camden, New Jersey, (hereinafter "**Releasor**"), in consideration of the payment of **FIVE HUNDRED DOLLARS (\$500.00)**, and for other valuable consideration, the receipt of and sufficiency of which is hereby acknowledged, for myself, my heirs, my executors, administrators, successors and assigns, do hereby release and quitclaim unto **THE BOROUGH OF MERCHANTVILLE**, its elected officials, administrators, employees, agents, attorneys and insurers (collectively the "**Released Parties**"), all manner of actions, causes of actions, debts, dues, claims and demands both in law and in equity, and in particular, any and all claims arising out of incidents which are alleged to have occurred beginning on or about February 24, 2016 for which plaintiff commenced the legal action pending in the United States District Court for the District of New Jersey, Docket No: 1:16-cv-01468 (hereinafter the "**Incident**"), as well as any other alleged discriminatory or tortious actions or activities arising from this Incident which may at this time, or at any other time, be complained of by the **Releasor** against the **Released Parties**, their agents, servants, successors or assigns. It is the specific intent and purpose of this instrument to release and discharge any and all claims and causes of action of any kind or nature whatsoever, whether known or unknown and whether specifically mentioned herein, against which the said aforementioned **Releasor**, has now or ever has had, or will ever in the future have against the **Released Parties**, arising out of the Incident referenced above, whether in tort, contract, or pursuant to statute, regulation, executive order, common law, or other source. **Releasor** understands that this is a complete and legally binding release of all potential claims including, but not limited to, discrimination of any kind, harassment, infliction of emotional distress, defamation, personal, bodily, psychological or emotional injury, economic loss of any kind, and any other claims under local, state or federal law.

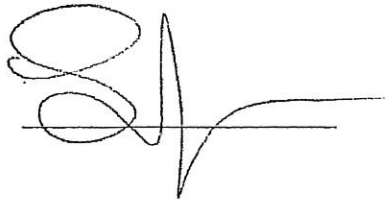
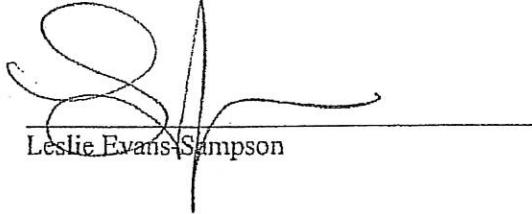
Releasor also agrees to satisfy any and all present or future liens including liens for medical care, disability claims, Medicare or Medicaid liens and attorneys' liens.

Releasor understands that this settlement is a compromise of a disputed claim and that the payments specified herein are not to be construed as an admission of liability on the part of the **Released Parties**, but, on the contrary, liability is expressly denied by them.

Releasor represents and warrants that she is of legal age, legally competent to execute this Release, and that she does so voluntarily with full knowledge and understanding of the contents after having an opportunity to consult with counsel if Releasor so desires.

IN WITNESS WHEREOF, I hereunto set my hand this 8 day of June, 2018.

Witness:

A handwritten signature in black ink, consisting of a large, stylized 'S' followed by a vertical line and a horizontal flourish.A handwritten signature in black ink, consisting of a large, stylized 'S' followed by a vertical line and a horizontal flourish.

Leslie Evans Sampson