

RELEASE AND SETTLEMENT AGREEMENT

THIS RELEASE, dated 10/2/19 is given by WENDY TUCKER, referred to as "I", to BOROUGH OF TUCKERTON, CHIEF OF POLICE MICHAEL CAPUTO; JUSTIN M. CHERRY, TOWNSHIP OF BARNEGAT; CHIEF OF POLICE ARTHUR DREXLER; and their agents and employees, 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 and rights which I may have against you. This releases any and 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, and to future claims as described below. I specifically release all claims from personal injuries, both physical and emotional, and all other losses and damages, including punitive damages, allegedly arising from acts or omissions by BOROUGH OF TUCKERTON, CHIEF OF POLICE MICHAEL CAPUTO; JUSTIN M. CHERRY, TOWNSHIP OF BARNEGAT; CHIEF OF POLICE ARTHUR DREXLER; and their agents and employees, for the events occurring on or about January 29, 2014 which is the subject of lawsuit in TUCKER VS. BOROUGH OF TUCKERTON, ET AL, Civil Action Docket No. 3:15-cv-8893-MLC-ZNQ, and any and all claims for personal injuries and all other damages and losses, including punitive damages, alleged in the future as a result of the acts or omissions of BOROUGH OF TUCKERTON, CHIEF OF POLICE MICHAEL CAPUTO; JUSTIN M. CHERRY, TOWNSHIP OF BARNEGAT; CHIEF OF POLICE ARTHUR DREXLER; Civil Action Docket No. 3:15-cv-8893-MLC-ZNQ.

I further understand and agree that by executing this Release and accepting the money paid by you, I acknowledge that I have received fair, just, and adequate consideration for any and all claims, and I further understand and agree that by executing this Release and accepting the money paid by you I have forever remised, released, discharged, and given up any and all claims that I or others might have against you arising from or alleged to arise from any acts or omissions by BOROUGH OF TUCKERTON, CHIEF OF POLICE MICHAEL CAPUTO; JUSTIN M. CHERRY, TOWNSHIP OF BARNEGAT; CHIEF OF POLICE ARTHUR DREXLER, and their agents and employees as described above. I further understand and agree

that if any claims are made at any time in the future by me, directly or indirectly, or by or on behalf of WENDY TUCKER'S, heirs and/or survivors, or by some person in a representative capacity, for pecuniary losses, injuries or damages arising from the current action against you, that you shall be entitled to be indemnified by WENDY TUCKER'S, heirs, executors, administrators, or personal representatives, for any sums expended in defending against said claims including, but not limited to, attorneys' fees and all costs of suit together with any sum paid by way of judgment, settlement, or otherwise on account of those claims.

The total amount of the settlement reflects a compromise on the value of the plaintiff's personal injuries which he alleges resulted from the incident and is being paid to compensate the plaintiff for those injuries. The injuries alleged by the plaintiff medical treatment including surgeries and a resulting alleged permanent injury. The parties viewed the value of those injuries differently and have reached this compromise value of those injuries in order to settle the case. All parties understand that they are waiving a jury trial in which a jury could have awarded more than the settlement amount, less than the settlement amount or nothing at all.

It is further understood and agreed that the payment of the money being paid pursuant to this Release is in full accord and satisfaction, and in compromise of, any and all disputed claims, and that the payment of the money is not an admission of liability/acknowledgment of fault but is made for the sole purpose of terminating the litigation between the parties.

In the event I have received or shall receive any monies from any person who hereafter seeks to recover the monies from you by way of a claim or action of any type, including but not limited to subrogation actions and claims and actions or claims for contribution and/or indemnification, I shall indemnify and hold you harmless from and against any judgment entered against you or any payment made by you in connection therewith, and also for any money spent in defending against such claims including, but not limited to, attorney's fees, costs of suit, judgment, or settlement by you.

2. **LIENS.** I hereby certify that if there are any liens against the proceeds of this settlement, they will be paid in full or compromised and released by me out of and from the amount stated in paragraph 4, below. If any liens exist which are not satisfied as required by this Agreement and a claim is made or an action filed against you by anyone to enforce such liens, I

agree that I will immediately pay such liens in full. This is intended to include all liens, including but not limited to attorney's liens, liens in favor of hospitals and other medical providers, liens in favor of health and other insurers, Medicare and Medicaid liens, worker's compensation liens, all statutory or common law liens, and judgment liens. My attorney has investigated the existence of such liens, and I am making this statement based upon information known to me and/or supplied to me by my attorney. Therefore, I agree to indemnify and hold you harmless from and against any and all claims made against you by reason of any liens against the proceeds of this settlement. In addition, in the event a claim is hereafter made or an action is hereafter filed against you by anyone seeking payment of liens, I will indemnify and hold you harmless from and against any money spent in defending against such a claim, including but not limited to, attorney's fees, costs of suit, judgment, or settlement by you.

3. **WARRANTY AS TO MEDICARE INVOLVEMENT.** I understand and acknowledge that the Medicare, Medicaid and SCHIP Extension Act of 2007 requires the reporting to designated representatives of Medicare any settlement in which all future claims are released and the injured party is either a current Medicare beneficiary or has the potential to be eligible for Medicare benefits within thirty months of the settlement. In further consideration of the settlement agreement agreed to herein, I warrant and represent to You the following: 1) Medicare has made no conditional payments for any medical expense or prescription expense on my behalf related to this incident; 2) I am not, nor have I ever been a Medicare beneficiary; 3) I am not currently receiving Social Security Disability Benefits; 4) I have not applied for Social Security Disability Benefits; 5) I have not been denied, nor have I appealed from a denial of Social Security Disability Benefits; 6) I do not expect to be eligible for Medicare benefits within the next 30 months; 7) I am not in End Stage Renal failure; and 8) no liens, including but not limited to liens for medical treatments by hospitals, physicians, or medical providers of any kind have been filed for the treatment of injuries sustained in this incident.

4. **ATTORNEY'S FEES.** Each party shall bear his or her own attorney's fees and costs arising from this action and in connection with the Complaint, the Release, and the matters and documents referred to herein, the filing of a Dismissal of the Complaint, and all related matters. I shall be totally responsible for any attorney's liens arising out of representation of me by any attorney which may have been or will be asserted in connection with this claim or related

matters.

5. **PAYMENT.** I have been paid a total of \$27,500.00 in full payment for making this Release from **BOROUGH OF TUCKERTON, CHIEF OF POLICE MICHAEL CAPUTO; JUSTIN M. CHERRY, TOWNSHIP OF BARNEGAT; CHIEF OF POLICE ARTHUR DREXLER.** I agree that I will not seek anything further, including any other payment, from you.

6. **WHO IS BOUND.** I am bound by this release. I specifically understand and agree that all of the terms and conditions of the Release are for the benefit of and are binding upon me, and anyone else who succeeds to our rights and responsibilities. This Release is made for your benefit and for the benefit of all who succeed to your rights and responsibilities, such as your heirs and your estate.

7. **WARRANTY OF CAPACITY TO EXECUTE AGREEMENT.** The person signing this Release represents and warrants that they have the sole right and exclusive authority to execute this Settlement Agreement and receive the sum specified in it, and that he or she had no sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Release.

8. **REPRESENTATION OF COMPREHENSION OF DOCUMENT.** In entering into this Release, I represent that I have relied upon the legal advice of my attorney, who is the attorney of my choice, and that I have read this Release in its entirety or had it read to me, and that the terms of this Release have been explained to me by my attorney, and that these terms are fully understood and voluntarily accepted by me.

9. **GOVERNING LAW.** This Release shall be construed and interpreted in accordance with the laws of the State of New Jersey.

10. **ADDITIONAL DOCUMENTS.** All parties agree to cooperate fully and to execute any and all supplementary documents and to take all action which may be necessary or appropriate to give full force and effect to the terms and intent of this Release.

11. **MUTUAL PROMISES NOT TO RELEASE INFORMATION.** The Releasor and the Releasees, and their attorneys, agree that if they are contacted by any member of the news media or any third party seeking comment on the status of this litigation and the settlement herein, that they shall simply state that the matter is resolved and dismissed and that he has no

further comment. The Releasor, however, acknowledges that a public entity and/or its insurance carrier may be required to comply with requests under the Open Public Records Act, N.J.S.A. 47:1A-1, et seq, or other applicable law to disclose certain information regarding this settlement. The Releasor agrees that any such disclosure by the defendant, any of its officials, employees or agents or any defendants or their insurance carrier shall not constitute a waiver of this paragraph.


WENDY TUCKER


Thomas J. Mallon, Esq. Randall Tranger
Mallon & Tranger
Attorneys for Plaintiff

STATE OF NEW JERSEY
COUNTY OF

I certify that on OCTOBER 2nd, 20 19, WENDY TUCKER came before me and acknowledge under oath, to my satisfaction, that he has the power and authority to execute this release and that he personally signed this document, and that he voluntarily signed, sealed, and delivered this document as his act or deed, without coercion or undue influence by any other person(s).


Notary Public
Randall Tranger
Attorney at Law
State of NJ