

SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE (hereinafter "this Release") is entered into by and between NICHOLE PITTMAN (hereinafter "Plaintiff") and TOWNSHIP OF PEMBERTON (hereinafter "Defendant"), as well as the Defendant's insurance carrier, any of their parents, subsidiaries, affiliates, assigns, agents, employees, shareholders and successors (hereinafter "insurance carrier") and the Defendant's attorneys and their firms, parents, subsidiaries, affiliates, assigns, agents, employees, shareholders and successors.

WHEREAS, Plaintiff, NICHOLE PITTMAN, alleged certain claims against the Defendant arising out of Plaintiff's employment relationship with the Defendant; and

WHEREAS, the parties wish to settle all controversies between them, including Plaintiff's claims arising out of her employment relationship with Defendant, as set forth in a Complaint filed with the New Jersey Superior Court, Law Division, Burlington County, Docket No. BUR-L-2234-23, and any and all other claims which could have been asserted, whether they are presently known or unknown; and

WHEREAS, Defendant vigorously and wholly denies each and every allegation made by Plaintiff, and enters into this General Release for reasons other than the merits of Plaintiff's claims, including to avoid the cost of litigation; and

NOW, for and in consideration of the agreements, covenants and conditions herein contained, the adequacy and sufficiency of which is hereby expressly acknowledged by the parties hereto; it is agreed as follows:

1. Terms of Settlement:

(a) The Defendant, by and through its insurance carrier, hereby agrees to pay Plaintiff, NICHOLE PITTMAN, the total settlement amount of FIVE HUNDRED FIFTY THOUSAND DOLLARS and 00/100 (\$550,000.00), said settlement amount being fully and completely inclusive of all attorney's fees and costs incurred by counsel for the Plaintiff, along with interest;

(b) Plaintiff agrees that but for this General Release, she would not be entitled to the aforesaid payment and other terms of settlement described in the subsections under this paragraph;

(c) Defendant shall issue a check for \$328,272.60, payable to NICHOLE PITTMAN for emotional distress in the year following payment of the settlement, IRS Form 1099-MISC will be issued to the Plaintiff in accordance with IRS registrations;

(d) Defendant shall issue a check for \$221,727.40, payable to McOMBER McOMBER & LUBER, P.C., for attorney's fees reported in the year following

payment of the settlement. IRS Forms 1099 will be issued to McOMBER McOMBER & LUBER, P.C. in accordance with IRS registrations;

(e) Payment shall be made within thirty (30) days upon receipt by Matthew J. Behr, Esq. of Marshall Dennehey, P.C. of an original of this document executed by the Plaintiff; a W-9 executed by Plaintiff; a W-9 executed by Plaintiff's counsel, and a Child Support Judgment Search for the Plaintiff as required by the applicable statutes;

(f) Tax Consequences. The parties understand and agree that an IRS Form 1099 designated in a settlement amount as "other income" will be issued. Plaintiff agrees to assume full liability for applicable State, Federal and Local taxes that may be required by law to be paid with respect to any settlement of payment described herein. Plaintiff further agrees that in the event that the Internal Revenue Service or any other taxing authority deems any tax, interest, penalties or other amounts to be due from the Defendant with respect to their settlement, Plaintiff will fully and completely indemnify the Defendant for any sums the Defendant may be required to pay, including reasonable attorney's fees and costs. It is the intent of the parties that the payments in paragraph 1 (a) above will be the Defendant's total payments to or for the benefit of the Plaintiff. Plaintiff acknowledges and agrees that she is solely and completely responsible for any tax obligations, liabilities, or consequences arising out of the execution of this General Release and the payment under paragraph 1. The Parties intend this payment to compensate Plaintiff for personal injuries and other tort like damages. Should it be determined that any portion of the payment described in paragraph 1 is taxable, Plaintiff shall be solely responsible for same. Plaintiff further agrees that she shall indemnify and hold harmless Defendant for any and all claims, liabilities or consequences arising out of any unsatisfied tax obligations or liabilities. Plaintiff acknowledges that neither Defendant, nor any of its representatives or attorneys, nor Defendant's attorney, have made any promise, representation, or warranty, express or implied, regarding the tax consequences of the payment under paragraph 1. Plaintiff agrees and understands that her attorney has instructed her to consult with an accountant or other tax professional regarding the tax treatment of the sums paid pursuant to this General Release; and

(g) Plaintiff, NICHOLE PITTMAN, warrants to the Defendant that she has no outstanding judgments for child support and that an appropriate judgment search has been conducted. Plaintiff agrees to provide a copy of said judgment search to the Defendant in accordance with the applicable statute as part of the settlement. In the event Plaintiff has outstanding child support judgments, Plaintiff hereby agrees that she will satisfy all such outstanding judgments out of the proceeds of this settlement and that she will fully and completely indemnify the Defendant for any sums the Defendant may be required to pay, including reasonable attorney's fees and costs, with respect to any such outstanding judgments.

2. Dismissal of Action: Plaintiff understands and agrees that Matthew J. Behr, Esq., of Marshall Dennehey, P.C., counsel for the Defendant, will file the Stipulation of Dismissal with Prejudice with the Superior Court of New Jersey, Law Division, Burlington County, following full payment made. The Plaintiff understands and agrees that the terms of the aforesaid dismissal are expressly incorporated by reference within this General Release as if fully set forth herein.

3. Release in Consideration for the Payment and the Consideration Provided for in This Agreement: Plaintiff, personally and for her estate and/or heirs, waives, releases and gives up any and all claims, demands, obligations, damages, including punitive damages, liabilities, causes of action and rights, in law or in equity, known and unknown, that she may have against the Defendant, its agents, representatives, their insurers, and their respective successors and assigns, heirs, executors and personal or legal representatives, based upon any act, event or omission occurring before the execution of this Release including, but not limited to, any events related to, arising from, or in connection with Plaintiff's interactions with the Defendant. Plaintiff specifically waives, releases and gives up any and all claims arising from or relating to or association with the Defendant based upon any act, event or omission occurring before the execution of this Settlement, including but not limited to, any claim that was asserted or could have been asserted under any Federal and/or State statutes, regulations and/or common law, expressly including, but not limited, to any potential claim regarding:

- (a) The National Labor Relations Act;
- (b) Title VII of the Civil Rights Act of 1964;
- (c) Sections 1981 through 1988 of Title 42 of the United States Code;
- (d) The Employment Retirement Income Security Act of 1974;
- (e) The Immigration Reform Control Act;
- (f) The Americans with Disabilities' Act of 1990;
- (g) The Age Discrimination & Employment Act of 1967;
- (h) The Fair Labor Standards;
- (i) The Occupational Safety & Health Act;
- (j) The Family & Medical Leave Act of 1993;
- (k) The Equal Pay Act;
- (l) The New Jersey Law Against Discrimination;
- (m) The New Jersey Minimum Wage Law;

- (n) The Equal Pay Law for New Jersey;
- (o) The New Jersey Worker Health & Safety Act;
- (p) The New Jersey Family Leave Act;
- (q) The New Jersey Conscientious Employee Protection Act;
- (r) Any anti-retaliation provision of any statute or law;
- (s) Any other federal, state or local, civil or human rights law or any other local, state or federal law, regulation or ordinance, any, provision of any federal state constitution, any public policy, contract, tort or common law, or any losses, injuries or damages (including back pay, front pay, liquidated, compensatory or punitive damages, attorney's fees and litigation costs);
- (t) Any common law claims for negligence, assault, battery, infliction of emotional distress and any and all other common law claims arising out of this litigation;
- (u) 42 U.S.C. § 1983, 1988; and
- (v) Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, *et seq.*

4. Attorney's Fees and Costs: Plaintiff agrees that no amounts other than the payments to be made pursuant to paragraph 1 of this Release shall be sought by or owed to Plaintiff or her attorney in connection with this matter. Further, the parties agree that they shall bear their own costs and attorney's fees incurred in connection with the litigation and this Release.

5. No Admission of Liability: It is expressly understood that neither the execution of this agreement nor any other action taken by the Defendant in connection with Plaintiff's alleged claims or this settlement, constitutes an admission by the Defendant of any violation of any law, duty or obligation, or that any decisions or actions taken in connection with Plaintiff was unwarranted, unjustified, retaliatory, discriminatory, wrongful or otherwise unlawful. It is further understood that the Defendant has entered into this agreement for reasons other than the merits of Plaintiff's claims including to avoid the cost of litigation and that the Defendant specifically denies any liability to Plaintiff or to any other person.

6. Non-disparagement: The parties agree not to make any disparaging statements or social media posting concerning each other or any of the Defendant's agents and/or employees, current or former, or to defame each other or any of the Defendant's agents and/or employees, current or former, in any manner to any person or entity. The parties agree not to authorize any person or entity to make any disparaging statements or social media postings about the other or about any of the Defendant's practices, agents, employees, current and former, to any person or entity. For purposes of this paragraph only, the use of the term "parties" shall only apply to

LEGAL/168020577.1

Plaintiff and the members of Council of the Township of Pemberton as of the date this Release is fully executed, which specifically does not include Jack Tompkins.

7. Entire Agreement: This Release contains the sole and entire agreement between the parties hereto and fully supersedes any and all prior agreements and understandings pertaining to the subject matter hereof. Plaintiff represents and acknowledges that, prior to executing this Release, she consulted her attorney (Matthew Lubner, Esq.), had ample time to do so, obtained the advice of counsel prior to making the decision to execute the Release, and that Plaintiff has not relied upon any representation or statement not set forth in this Release made by any other party thereto, or their counsel or representatives, with regard to the subject matter of this Release. No other promises or agreements shall be binding unless in writing, signed by the parties hereto, and expressly stated to represent an amendment to this Release.

8. Severability: Plaintiff agrees that if any Court declares any portion of this agreement unenforceable, the remaining portion shall be fully enforceable.

9. Applicable Law: This General Release shall be construed and interpreted in accordance with the laws of the State of New Jersey. Plaintiff agrees that any action to enforce or interpret this Release shall only be brought in a court of competent jurisdiction of the State of New Jersey or the Federal Courts of New Jersey.

10. Liens – Indemnity and Hold Harmless: Plaintiff agrees and represents that any and all Medicare, 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, or that the settlement proceeds will be held in trust, unless and until such time as said liens and/or claims have been fully paid, satisfied or released.

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

Plaintiff further agrees to hold harmless and indemnify Defendant from any cause of action, including, but not limited to, an action to recover or recoup welfare or related benefits which are applicable to, or are sought to be applied to, any aspect of this settlement.

11. Medicare Information. The parties intend to comply with the Medicare Secondary Payer Act (42 U.S.C. §1395y) and to protect Medicare's interests, if any, in this settlement. The Releasor understands and agrees that as used herein, the term "Medicare" includes Medicare Part A (Hospital Insurance), Medicare Part B (Medical Insurance), Medicare Part C (Medicare Advantage Organizations) and Medicare Part D (Prescription Drug Insurance). Releasor has not been identified as a Medicare recipient and the Releasor hereby expressly represents and warrants

that Medicare or Medicaid has not made any payments to or on the Releasor's behalf as a result of or in any way related to the injuries alleged in the Claim.

The Releasor acknowledges, however, that if Releasor received benefits that have or may have been paid by an insuring entity affording benefits payable for medical care and/or treatment, as further consideration and inducement for this settlement, Releasor agrees to defend, indemnify, protect and hold harmless Defendant from any and all liens, rights of subrogation, indemnification claims, contribution claims, defense claims, losses, liability, actions, damages, causes of action, judgments, costs and expenses, including attorneys' fees, whatsoever made by or sustained by or arising from any person, corporation, partnership, state or federal government, governmental agency, hospital, or any other medical provider, health care provider, disability or insurance benefits providers, workers compensation carrier, Medicare, Medicaid, or any other entity arising in whole or in part out of the care and treatment, or in any way connected to the care and treatment, provided to the Releasor for the injury/injuries alleged in the Claim.

In addition to the Release and Discharge set forth above and in consideration of the payments set forth in this Agreement, the Releasor hereby waives any cause of action and/or Private Cause of Action under 42 US Code §1395y (b)(3)(A), and releases and forever discharges Defendant from any obligations, from any claim, known or unknown, arising out of the failure of Defendant to provide for a primary payment or appropriate reimbursement pursuant to 42 US Code §1395y (b)(3)(A).

The Releasor agrees to indemnify, defend and hold harmless Defendant for any claim, loss or payment Defendant may suffer, including judgments, verdicts, awards, penalties, attorney's fees and costs, that arises out of the failure to pay any unpaid medical bills or future medical expenses, or to otherwise fail to protect Medicare's interests under the MSP Act which exceed the amounts set forth in the final letters issued by these agencies. The Releasor agrees by this Agreement to waive any claims for damages, indemnification and/or contribution from any causes of action of any kind or nature, including but not limited to a private cause of action provided in the Medicare Secondary Payer (MSP) Act, 42 U.S.C. Section 1395y(b)(3)(A), in connection with or arising as a result of the medical care and treatment rendered to the Releasor regarding the injuries alleged in the Claim

It is understood and agreed that CLAIMANT/PLAINTIFF will provide DEFENDANT/INSURER all of the information noted below and all information required for DEFENDANT/INSURER to properly report this claim to Medicare pursuant to 42 U.S.C. 1395y(b)(8). CLAIMANT/PLAINTIFF further agrees that DEFENDANT/INSURER will provide the information below and all information required under 42 U.S.C. 1395y(b)(8) to The Centers for Medicare and Medicaid Services pursuant to The Medicare, Medicaid and SCHIP Extension Act of 2007.

Full Name as it appears on your
Social Security Card

Social Security Number

LEGAL/168020577.1

Nichole Pittman

B

Address
243 Park Ave

Date of Birth
01101977

Hamilton NJ 08690

Medicare Beneficiary Identifier
(MBI)

Gender

None

Female

(If none so state)

DocuSigned by:

Nichole Pittman

BA7B34D1C81546D...

[CLAIMANT/PLAINTIFF signature]

12. No Cooperation/Participation: Plaintiff covenants and agrees that she will not provide information or consulting advice or counsel to, or otherwise cooperate with or assist in any manner, any entity or person, including, but not limited to, any employee or former employee of the Defendant asserting, or seeking to assert, any cause of action, charge for any claim whatsoever against the Defendant unless compelled to do so by force of law or subpoena, with respect to any matter that is the subject of this action.

13. Strict Adherence: The failure of the parties to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver thereof or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of the Agreement.

14. No Assignment: No party to this Agreement may assign any of its benefits or delegate any of its duties thereunder without the express written consent of all other parties evidenced by a duly authorized and executed written instrument.

15. No Waiver of Breach: The waiver of any provision of this Agreement shall not be construed or operate as a waiver of any subsequent breach.

16. Effective Date: This Settlement Agreement and General Release will become effective on the date on which it has been executed.

BY SIGNING THIS AGREEMENT, NICHOLE PITTMAN, STATES THAT:

- a). SHE HAS READ IT;
- b). SHE UNDERSTANDS IT AND KNOWS THAT SHE IS GIVING UP IMPORTANT RIGHTS, AND THAT SHE IS GIVING UP ANY SUCH RIGHTS OR CLAIMS IN EXCHANGE FOR A PAYMENT TO WHICH SHE WAS NOT ALREADY ENTITLED;
- c). SHE AGREES TO ABIDE BY ALL OF THEIR OBLIGATIONS IN SAID AGREEMENT;
- d). HER ATTORNEY(S) NEGOTIATED THIS GENERAL RELEASE WITH HER KNOWLEDGE AND CONSENT;
- e). SHE HAS BEEN ADVISED TO CONSULT WITH HER ATTORNEY(S) PRIOR TO EXECUTING THIS SETTLEMENT AGREEMENT AND RELEASE, AND HAS, IN FACT, DONE SO;
- f). SHE HAS SIGNED THIS SETTLEMENT AGREEMENT AND RELEASE KNOWINGLY AND VOLUNTARILY.

PLEASE READ CAREFULLY. THIS AGREEMENT HAS IMPORTANT LEGAL CONSEQUENCES.

IN WITNESS WHEREOF, the parties have hereunto signed this Release the day and year below written.

DATED: 4/7/2025 | 1:07 PM EDT

DocuSigned by:

Nichole Pittman

NICHOLE PITTMAN

ON BEHALF OF:
TOWNSHIP OF PEMBERTON

DATED: _____

Prepared by:

Matthew J. Behr, Esq.

LEGAL/168020577.1



15000 Midlantic Drive ♦ Suite 200
P.O. Box 5429
Mount Laurel, NJ 08054
(856) 414-6000