

MANCHESTER TOWNSHIP BOARD OF EDUCATION

October 16, 2024

EXTRACT OF MINUTES

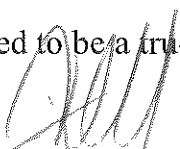
B. CONTRACTS/WAIVERS:

3. Resolution to approve a settlement agreement of civil action OCNL231223ES and general release of all claims and rights against the Manchester Township Board of Education and named staff.

MOTION Motion made by Mr. Poss seconded by Mrs. Wingler to accept the above resolutions.

ROLL CALL Yes – Member Cervenak, Weinstein, Poss, Kelliher, Adkinson, Merkin, Wingler, Mount

Certified to be a true copy,


Craig A. Lorentzen, Board Secretary

EVELYN SWIFT Plaintiff, vs. MANCHESTER TOWNSHIP BOARD OF EDUCATION, JOHN BERENATO, LORI BURNS, BRIDGET ANTONUCCI, LINDA SARACENO, ALEXANDER GEORGE, ABC CORPORATIONS 1-5 (fictitious names describing presently unidentified entities), and JOHN DOES 1-5 (fictitious names describing presently unidentified individuals), Defendants.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: OCEAN COUNTY DOCKET NO.: OCN-L-2312-23 Civil Action SETTLEMENT AGREEMENT AND GENERAL RELEASE
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1. **Releasor and Releasees:** This SETTLEMENT AGREEMENT and GENERAL RELEASE (the "Release" or "Agreement"), is given by the releasor(s). The Releasor(s) are Evelyn Swift, collectively referred to as "I", "Me", or "My". The Releasees, hereinafter referred to as "Releasees" or "You," are collectively: the Manchester Township Board of Education, including all of its departments, divisions, agencies, officials, employees and agents, past and present, including, but not limited to defendants and releasees John Berenato, Lori Burns, Bridget Antonucci, Linda Saraceno, and Alexander George.

2. **Release:** I release and give up any and all claims and rights which I may have against You. This releases all claims, demands, damages, causes of action, or suits which have been or could have been brought related to the events that gave rise to the Complaint, including claims for attorney's fees and costs; any claims of which I am not aware; and any claims not mentioned in this Release. This Release applies to claims resulting from anything which has happened from the first date of my employment with You up through the present date. This Release encompasses all claims resulting from or arising out of:

- a) My employment relationship with You, including claims for breach of contract or promise, real or implied; claims for fraud, misrepresentation, physical or personal injury, emotional distress, libel, slander, defamation, tortious interference, and similar or related claims; claims for wrongful termination; claims for discrimination, harassment or retaliation of any kind, Title VII of the

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Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act, the Rehabilitation Act, the Reconstruction Era Civil Rights Acts, including 42 U.S.C. §1981 and 42 U.S.C. §1983, the New Jersey Law Against Discrimination, the New Jersey Conscientious Employee Protection Act, Title 18A of the New Jersey Revised Statutes, any regulations thereto; any amendments to any of the above laws; and any claims under any constitution, common law or any other federal, state or local law, including those not specifically listed above which were the subject of a suit captioned *Evelyn Swift v. Manchester Township Board of Education, et al.*, venued in Ocean County Superior Court, Docket No. OCN-1-2312-23, or which claims that could have been raised in that suit.

- b) Any and all claims and/or liens, past current and/or future arising out of this litigation or asserted against the proceeds of the settlement and I agree that such claims and/or liens are to be satisfied by me, including but not limited to any Medicare or Medicaid claims and/or liens, Worker's Compensation claims and/or liens, Social Security claims and/or liens, hospital/healthcare insurer claims and/or liens, physician or attorney claims and/or liens, or any of the statutory, equitable, common law or judgment claims and/or liens.
- c) I further release all claims which might otherwise have been brought in the future by my Estate or my family members under Mauro v. Raymark Industries, 116 N.J. 126 (1989) and Alfone v. Sarno, 87 N.J. 99 (1981) for past, present, or future losses, damages, or injuries. This includes all possible future claims for wrongful death.

3. **Terms:** In consideration of my releasing the claims enumerated in this Release, You have agreed to:

- a) pay me, in full satisfaction of all of my claims, including my claims for costs and attorney's fees, a total of \$187,500. Checks totaling this sum shall be issued as follows: (a) one check will be made payable to "Evelyn Swift" for mental, physical and/or emotional injuries in the amount of One Hundred Thirty Thousand Dollars and Zero Cents (\$130,000.00), for which an IRS Form 1099-MISC will be issued to me; and (b) one check will be made payable to "McOmber McOmber & Luber, P.C." in the amount of Fifty-Seven Thousand Five Hundred Dollars and Zero Cents (\$57,500.00) for attorneys' fees and costs, no tax deductions or withholdings for which an IRS Form 1099-MISC shall be issued to McOmber McOmber & Luber, P.C.

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I acknowledge that this is consideration to which I am not otherwise entitled. This sum represents full payment, including all attorney fees, costs, and expenses. I agree that I shall not seek anything further from You. Payment shall not be made unless counsel for Releasees has received this Release signed by Me and notarized, a Child Support Certification, W-9s and/or 1099s (as applicable), a signed Stipulation of Dismissal with Prejudice, clear Medicaid and/or Medicaid liens. The signed Stipulation of Dismissal with Prejudice will be held until my attorney receives the payment. I am aware that the Manchester Township Board of Education's formal approval of this Agreement is a prerequisite to this Agreement becoming effective.

4. **Taxes:** I shall be solely responsible for the payment of appropriate taxes on this settlement, if any, and I agree and understand that the Releasees have not made any representation to Me regarding the tax treatment of the sums paid pursuant to this Release. In the event a claim for such taxes, and/or penalties and interest, is assessed by any taxing authority, I agree to, and do hereby hold the Releasees harmless and indemnify Releasees against any and all tax liability, interest and/or penalties due from Me.

5. **Liens:** I shall be solely responsible for the payment of any claims or liens that may be asserted against the proceeds of this settlement. In the event a claim or lien for such payment is asserted by anyone, including Medicare and/or Medicaid, I agree to make those payments and to defend and indemnify Releasees against any such claim or lien, including the payment of any fines, charges and attorney's fees. Failure to satisfy any such lien shall constitute a breach of this Release and I agree to pay all costs, interest and attorney's fees associated with any such claim or lien.

6. **Attorney's fees:** This Release includes all claims for attorney's fees and costs.

7. **No Admission of Liability:** Releasees expressly deny the validity of my disputed claims and nothing contained herein may be used or viewed as an admission of liability by Releasees. This settlement and Release are being entered into solely for economic expediency and as a business decision at the recommendation of the Manchester Board of Education's insurance carrier.

8. **Dismissal of Lawsuit:** I hereby authorize and instruct my legal counsel of record to sign a Stipulation of Dismissal with Prejudice and Without Costs and Attorney Fees as to all claims and all Releasees named in the matter referenced above and to provide same to counsel for Releasees at the time of execution of this Release. The Stipulation of Dismissal shall be filed by counsel for Releasees upon receipt of the settlement check(s) as outlined above.

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9. **Non-Assignment:** I acknowledge that none of the proceeds given herein have been assigned.
10. **Counterparts:** This Release may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single Release. The signature by the Manchester Township Board of Education shall be sufficient and accepted as a signature on behalf of all the individually-named defendants and such defendants shall be treated as third-party beneficiaries under this Release.
11. **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.
12. **Severability:** The provisions of this Release are severable and if any part of it is found to be illegal or unenforceable for any reason, the other provisions shall remain fully valid and enforceable.
13. **Choice of Law:** This Release shall be governed, construed, and enforced in accordance with the laws of the State of New Jersey, without regard to that state's conflict of laws rules and principles.
14. **Obligation to Meet and Confer:** Any disputes arising out of this Settlement Agreement and General Release relating to the enforcement of its terms, including any issues arising after the date execution, shall be first be communicated between the parties through counsel in an effort to resolve such issues. In the event that issues arise requiring the parties to meet and confer, the parties agree to proceed in good faith and make reasonable efforts to resolve such issues.
15. **Child Support Certification:** I hereby acknowledge and understand my obligation to comply with the legal requirements of N.J.S.A. 2A:17-56.23b, including, but not limited to, the requirement to perform a certified child support judgment lien search and to provide Releasees with said documentation prior to the Releasees' disbursement of the Payment. I agree that I shall direct my attorneys to perform the judgment search required by N.J.S.A. 2A:17-56.23b, and deliver a copy of the certification to Releasees' counsel. I further understand and acknowledge that, (a) no settlement funds due to me under this Release shall be released prior to the receipt of the judgment search certification, and (b) any fees incurred, and payments made, by

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Releasees in connection with N.J.S.A. 2A:17-56.23b shall be deducted from the payment prior to its disbursement to me.

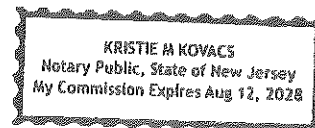
16. **Entire Agreement:** This Release contains the entire agreement between the Releasor and Releasees and supersedes any prior written or oral agreements, understandings or arrangements.

17. **Signatures:** I understand and agree to the terms of this Release, have had sufficient opportunity to review it with counsel of my choice, and sign it knowingly and voluntarily. I have had sufficient opportunity to review this Release, including but not limited to an opportunity to review it with my attorney, seek his guidance, and have him answer my questions. I warrant that I am of legal age and under no legal disability of any kind and I am fully competent to execute this Release.

Evelyn Swift
Evelyn Swift, Individually
Dated: 8/12/24

Sworn and subscribed to me on this
12th day of August 2024.

Kristie M Kovacs
Notary Public - State of New Jersey
Print Name: Kristie M Kovacs
My Commission Expires: 8/12/28



James A. SBA
Manchester Board of Education

By: DEAIG CORRECTION
Dated: 10-17-24