

GENERAL RELEASE

THIS GENERAL RELEASE (hereinafter "this Release") is entered into by and between ERIC BLANDING (hereinafter "Plaintiff") and PENNSAUKEN TOWNSHIP (hereinafter "Defendant"), the Defendant's insurance carrier, TRAVELERS INSURANCE COMPANY, and any of their parents, subsidiaries, affiliates, assigns, agents, employees, shareholders and successors and any/all health care and other providers, insured by them for the occurrences settled herein (hereinafter "insurance carriers").

WHEREAS, Plaintiff, ERIC BLANDING, filed a Complaint against Defendant, PENNSAUKEN TOWNSHIP, in the Superior Court of New Jersey, Law Division, Camden County, Docket No. CAM-L-4858-12, entitled ERIC BLANDING vs. PENNSAUKEN TOWNSHIP, et al., and has asserted claims against the Defendant in connection with alleged events arising out of an incident on or about January 23, 2011 outside Bryson's Pub located on Cove Road in Pennsauken Township, NJ, and

WHEREAS, the parties having resolved all controversies between them, including Plaintiff's claims bearing Docket No. CAM-L-4858-12 and any and all related 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 enter into this settlement 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:

I. Terms of Settlement:

(a) The Defendant, PENNSAUKEN TOWNSHIP, hereby agrees to pay Plaintiff the total settlement amount of Sixty-Five Thousand Dollars (\$65,000.00);

(b) The entirety of the settlement is Seventy-five Thousand Dollars (\$75,000.00) of which Sixty-Five Thousand Dollars (\$65,000.00) will be paid by the PENNSAUKEN TOWNSHIP;

(c) The settlement amount shall be broken down as follows: a check in the amount of Twelve Thousand, Five Hundred Ninety-seven Dollars and 87/100 (\$12,597.87), will be payable to Matthew S. Wolf, Esq. A second check will be payable to the "Law Offices of Kenneth D. Aita, P.C." in the amount of Fifteen Thousand, Four Hundred Twenty-three Dollars and 51/100 (\$15,423.51). A third check will be payable to Eric Blanding and the "Law Offices of Kenneth D. Aita, P.C." in the amount of Thirty-six Thousand, Nine Hundred Seventy-Eight Dollars and 62/100 (\$36,978.62) which then will be utilized to pay any outstanding child support obligations which are to be determined pursuant to

N.J.S.A. 2A:17-56.23(b). Additionally, if any welfare liens exist, those liens shall be satisfied through this third check made payable to Eric Blanding and the "Law Offices of Kenneth D. Aita, P.C." .

(d) The settlement amount shall be paid by Defendant in the form of three checks as outlined above. Payment shall be made within thirty (30) days of the date of settlement which was placed on the record. Plaintiff's counsel will promptly provide Matthew J. Behr, Esquire of Marshall, Dennehey, Warner, Coleman & Goggin an original Release, executed by the Plaintiff, along with a signed original of a Stipulation of Dismissal with Prejudice ("Stipulation") in the matter bearing Docket No. CAM-L-4858-12;

(e) Tax Consequences. The parties understand and agree that an IRS Form 1099 designated in a settlement amount as "other income" may 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 his settlement, Plaintiff will fully and completely indemnify the Defendant and their insurance carrier(s) for any sums the Defendant may be required to pay, including reasonable attorneys' 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 Plaintiff. Plaintiff acknowledges and agrees that he 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 pain and suffering and/or personal injury. 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 he shall indemnify and hold harmless Defendant or their insurance carrier(s) 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 Plaintiff, has made any promise, representation, or warranty, express or implied, regarding the tax consequences of the payment under paragraph 1;

(f) Plaintiff certifies and warrants to the Defendant that he is aware that there are 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. Plaintiff acknowledges that there are outstanding child support judgments, and Plaintiff hereby agrees that he will satisfy all such outstanding judgments out of the proceeds of this settlement and, in particular, the third check that is made payable to Eric Blanding and the "Law Offices of Kenneth D. Aita, P.C." and that fully and completely indemnifies the Defendant for any sums the Defendant may be required to pay, including reasonable attorneys' fees and costs, with respect to any such outstanding judgments; and

(g) Plaintiff agrees that, but for this General Release, he would not be entitled to the aforesaid payments and other terms of settlement described in the subsections under this Paragraph.

2. Dismissal of Action: Plaintiff understands and agrees that Matthew J. Behr, Esquire of Marshall, Dennehey, Warner, Coleman & Goggin, counsel for Defendant, will file the executed original of the Stipulation of Dismissal with Prejudice with the Superior Court of New Jersey, Law Division, Camden County. The Plaintiff understands and agrees that the terms of the aforesaid dismissal are expressly incorporated by reference within this Confidential 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 his 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 he may have against the Defendant, its agents, representatives and employees (present and former), and its respective successors and assigns, heirs, executors and personal or legal representatives, as well as their insurance carrier(s), 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 with alleged events arising out of an incident on or about January 23, 2011 outside Bryson's Pub located on Cove Road in Pennsauken Township involving plaintiff Eric Blanding. 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), including but not limited to the New Jersey Civil Rights Act;
- (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; and
- (u) 42 U.S.C. § 1983, 1988.

4. Confidentiality: Plaintiff agrees and promises that, unless directed to do so by Court Order or Subpoena, he will not disclose, in any manner whatsoever, any information regarding the existence or terms of this Confidential General Release or the facts giving rise to her claims in the action, to any person or organization, public or private, within the United States of America, except that Plaintiff may disclose said information to his "immediate family members" as defined under the New Jersey Family Leave Act, or to his accountants, attorneys, doctors, the appropriate taxing authorities or other professionals.

5. 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 Plaintiff's counsel in connection with this matter.

6. 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, constitute 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. The parties agree 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.

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. 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. In reaching this Release, the parties have paid consideration and attention to possible entitlement to the Plaintiff to receipt of Medicare or Medicaid benefits under 42 U.S.C. § 1395(y) as well as the entitlement of the Centers for Medicare and Medicaid Services to subrogation and intervention pursuant to 42 U.S.C. § 1395 (y)(b)(2) to recover any overpayment made by Medicare. It is not the purpose of this Release to shift to Medicare or Medicaid the responsibility for the payment of medical expenses for the treatment of injury-related conditions. This Release is intended to provide Plaintiff with a lump sum which will foreclose Defendants', their carriers' and defense counsel's responsibility for payments of any injury-related medical expenses, including, but not limited to, funds for Medicare-covered, or non-Medicare covered, or non-reimbursable medical expenses.

Plaintiff agrees to timely provide Defendant with a copy of all letters or other written correspondence from Plaintiff or Plaintiff's counsel notifying the Centers for Medicare and Medicaid Services (CMS) or any other governmental entity that Plaintiff's claims or lawsuit have settled, if applicable.

As to any future medical payments, Plaintiff and Plaintiff's counsel agree that it is Plaintiff's sole and continuing responsibility to maintain an accounting of all medical expenses relating to this claim or lawsuit, and sufficiently set aside and administer such funds for future medical expenses to protect Medicare's interests against future payments for medical expenses relating to this claim or lawsuit. All future medical care and costs are the sole responsibility of Plaintiff, have been factored into the settlement amount, and are to be paid out of the proceeds of this settlement, if applicable.

While it is impossible to accurately predict the need for medical treatment, this settlement is based upon a good faith determination of the parties in order to resolve a disputed claim. The parties have attempted to resolve this matter in compliance with both State and Federal law and it is believed that the settlement terms adequately consider and protect Medicare's interests and do not reflect any attempt to shift responsibility of treatment to Medicare pursuant to 42 U.S.C. §1395(y)(b). The parties acknowledge and understand that any present or future action or decision by CMS or Medicare on this settlement, or Plaintiff's eligibility or entitlement to Medicare or Medicare payments, will not render this Release void or ineffective, or in any way affect the finality of this settlement.

As part of the consideration, Plaintiff, for himself, his heirs, legal representatives, administrators, executors and assigns hereby agrees to indemnify and hold harmless the Defendant, its insurance carrier, its attorneys, and all other persons and entities released in this Release for and from any and all claims, demands, actions and causes of action of whatever nature or character, including any claims asserted by Medicare or Medicaid whether for compensation, contribution, indemnity, punitive damages, attorney's fees and expenses of litigation, medical expenses, funeral expenses, or other damages, and whether asserted directly or by way of crossclaim, third party claim, or otherwise, that have been or may hereafter be asserted against them by any person or entity, arising out of, resulting from, or in any manner connected with the subject matter of the claim and this Release. This agreement to indemnify and hold harmless shall include, but is not limited to, indemnification for all attorney's fees and expenses of litigation incurred in the course of defending any claims or actions arising from such subject matter, as well as any judgments, verdicts or awards of any kind or nature whatsoever.

Furthermore, in accordance with Perreira v. Rediger, 330 N.J. Super. 445 (App. Div. 2000) and all applicable law, Plaintiff personally guarantees and warrants that all liens and/or monetary obligations owed, whether public, private or otherwise, for any medical, wage or other benefits received by Plaintiff or paid by any third party on Plaintiff's behalf has been satisfied and paid off in its entirety by Plaintiff and/or an authorized agent out of the funds received pursuant to this Release. Plaintiff further agrees and warrants that in the event any third party seeks to recover outstanding liens or judgments from the Defendant with regard to the settlement, Plaintiff will fully and completely indemnify the Defendant for any sums the Defendant may be required to pay, including reasonable attorneys' fees and costs.

11. Nonexclusivity of Remedies: The remedies provided for in the event any section of this Release is breached by the Plaintiff as discussed above, shall not be construed to be exclusive and do not bar any other claims for relief, either at law or equity.

12. 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.

13. 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.

14. 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.

15. Effective Date: This Release will become effective on the date on which it has been executed.

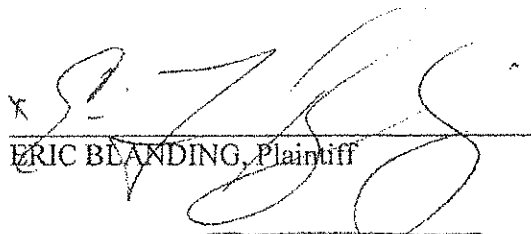
BY SIGNING THIS AGREEMENT, ERIC BLANDING, STATES THAT:

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

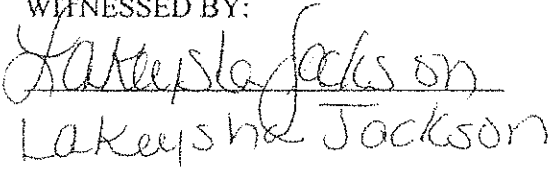
PLEASE READ CAREFULLY. THIS AGREEMENT HAS IMPORTANT LEGAL CONSEQUENCES.

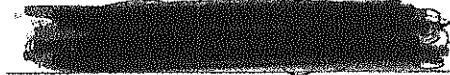
IN WITNESS WHEREOF, Plaintiff has hereunto signed this Release the day and year below written.

DATED: Nov. 15 2013

X 
ERIC BLANDING, Plaintiff

WITNESSED BY:

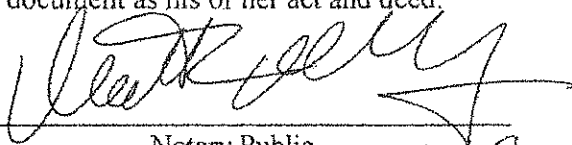

Lakeisha Jackson

SSN: 

STATE OF NEW JERSEY, COUNTY OF Camden; ss.

I CERTIFY that on Nov 13, 2013 Eric,
personally came before me and acknowledged under oath, to my satisfaction, that this person (or
if more than one, each person):

- (a) is named in and personally signed this document; and
- (b) signed, sealed and delivered this document as his or her act and deed.



Notary Public
Matthew J. Behr
My Commission Expires: Attorney at Law
State of NJ

DATED: 11-15-13

Prepared by:

Matthew J. Behr, Esq.
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