

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

This Confidential Settlement Agreement and Release ("Agreement") is executed by and between Stephanie Johnson ("Johnson") on the one hand, and the Little Egg Harbor Township Board of Education, Dr. Melissa McCoooley, Laura Erber, Lisa Semler, Dara Roth, Pamela Zeleznok and Christine Snyder (collectively the "Board"), on the other hand. In this Agreement, "Releasees" refers to Dr. Melissa McCoooley, Laura Erber, Lisa Semler, Dara Roth, Pamela Zeleznok and Christine Snyder, the Board and its past, present, and future parents, divisions, subsidiaries, and affiliates, predecessors, successors and assigns, and each of their past, present, and future trustees, board members, directors, members, partners, officers, shareholders, insurers (including the School Alliance Insurance Coverage Fund (SAIF)), employees (excluding Johnson), agents, servants, insurers, attorneys, and representatives.

WHEREAS Johnson filed a Complaint against the Board entitled Stephanie Johnson v. the Little Egg Harbor Township Board of Education et al., bearing Docket No. 3:22-CV-05436-PGS-TJB in the United States District Court for the District of New Jersey, which complaint asserted claims against the Board related to Johnson's employment with the Board (the "Litigation"); and

WHEREAS The Board vigorously and wholly denies each and every allegation made by Johnson in the Litigation and enters into this settlement for reasons other than the merits of Johnson's claims, including but not limited to avoiding the cost of litigation; and

WHEREAS the parties mutually desire to settle the Litigation as well as any and all disputes between them, which settlement shall not be deemed or construed to be an admission of liability or wrongdoing as to any matters whatsoever, and to enter into this Confidential Settlement Agreement and General Release of Claims (the "Agreement");

TERMS

1. **Employment Status.** The parties agree that Johnson's employment with the Board is permanently and irrevocably severed. Johnson also agrees that she will never apply for or otherwise seek employment or reemployment with the Board or any of Releasees. Johnson further agrees that the Board has no obligation to employ, rehire, reemploy, recall or hire her in the future and that this Agreement is sufficient and appropriate justification for denying employment or reemployment and for terminating Johnson's employment should she be rehired. By virtue of this settlement, Johnson acknowledges that she has received all wages, bonuses, and other benefits and compensation due to her as a result of her employment with the Board.

2. **Releases.** Johnson, for and in consideration of the undertakings of Releasees set forth in Paragraph 3 herein, and intending to be legally bound, does hereby REMISE, RELEASE AND FOREVER DISCHARGE each of Releasees from all actions, suits, claims and demands in law or equity, the individual Releasees being released in their individual and corporate capacities, whether known or unknown, that she ever had, now has, or hereafter may have, from the beginning of time to the date of this Agreement.

(a) This release includes but is not limited to all claims which were or could have been alleged relating to Johnson's employment and/or cessation of employment with the Board, including but not limited to claims of wrongful termination, retaliation, breach of express or implied contract, fraud, misrepresentation, negligent and/or intentional infliction of emotional distress, claims of wrongful termination, retaliation, harassment and/or discrimination, lost wages or benefits, compensation of any nature, personal injury, claims of reputational injury and/or defamation, as well as any claims under:

- Title VII of the Civil Rights Act of 1964, as amended;
- The Civil Rights Act of 1991;
- Sections 1981-1988 of Title 42 of the United States Code, as amended;
- The Employment Retirement Income Security Act of 1974, as amended;
- The Immigration Reform and Control Act, as amended;
- The Internal Revenue Code of 1986;
- The Americans with Disabilities Act of 1990, as amended;
- The Genetic Information Nondiscrimination Act of 2008;
- The Fair Credit Reporting Act;
- The Age Discrimination in Employment Act of 1967, as amended;
- The Workers' Adjustment and Retraining Notification Act, as amended;
- The Occupational Safety and Health Act, as amended;
- The Older Workers Benefits Protection Act;
- The Equal Pay Act;
- The Family Medical Leave Act
- The Fair Labor Standards Act;
- The Families First Coronavirus Response Act;
- The Emergency Paid Sick Leave Act;
- The Emergency Family and Medical Leave Expansion Act;
- The Coronavirus Aid, Relief, and Economic Security Act;
- The New Jersey Law Against Discrimination;
- The New Jersey Family Leave Act;
- The New Jersey State Wage and Hour Law;
- The Millville Dallas Airmotive Plant Job Loss Notification Act;
- The New Jersey and Federal Conscientious Employee Protection Acts;
- The New Jersey Occupational Safety and Health Law;
- The New Jersey Equal Pay Law;
- The New Jersey Genetic Privacy Act;
- The New Jersey Fair Credit Reporting Act;
- The New Jersey Paid Sick Leave Act;
- The New Jersey and Federal Constitutions,
- Any other federal, state or local civil or human rights law or any other local, state or federal law, regulation, ordinance or executive order;
- Any public policy, contract, tort or common law; or
- Any theories now or hereafter recognized;

that she, her heirs, administrators, executors, personal representatives, beneficiaries, and assigns may have against Releasees. These claims shall be referred to as the "Released Claims."

(b) This release also includes claims which Johnson may have for any type of damages cognizable under any of the laws referenced herein, including, but not limited to, any and all claims for economic and/or non-economic damages, compensatory damages, punitive damages, and attorneys' fees and costs.

(c) **Unknown Claims.** Johnson understands and agrees that the Released Claims are intended to and do include any and all claims of every nature and kind whatsoever (whether known, unknown, suspected, or unsuspected and whether pursuant to any law or cause of action presently in effect or which may be enacted or created in the future) which she has or may have against Releasees, individually or collectively. Johnson further acknowledges that she may hereafter discover facts different from or in addition to those which she now knows or believes to be true with respect to the Released Claims and agrees that, in such event, this Agreement shall nevertheless be and remain effective in all respects, notwithstanding such different or additional facts, or the discovery thereof, other than claims under the workers' compensation act.

(d) **No Assignment or Transfer of Released Claims.** Johnson represents and warrants that Johnson has not assigned, transferred, or hypothecated, or purported to assign, transfer, or hypothecate, to any person, firm, corporation, association, or entity whatsoever any of the Released Claims. Johnson hereby agrees to indemnify and hold harmless Releasees against, without limitation, any and all rights, claims warranties, demands, debts, obligations, liabilities, costs, expenses (including attorneys' fees), causes of action, and judgments based on, arising out of, or connected with any such transfer, assignment, or hypothecation, or purported transfer, assignment, or hypothecation.

(e) Johnson promises and agrees not to commence, prosecute or cause or permit to be commenced or prosecuted against Releasees any action or proceeding based upon any claim, demand, cause of action, obligation, damage or liability that is the subject matter of this Agreement, subject to applicable law. Johnson represents and agrees that she has not and will not make or file or cause to be made or filed any claim, charge, allegation or complaint, whether formal or informal, or information with any governmental or administrative agency, department, division or court, whether federal, state or local, subject to applicable law.

(f) Johnson also agrees that this release should be interpreted as broadly as possible to achieve her intention to waive all of her claims against Releasees.

(g) **Claims Not Released.** Notwithstanding any other provision of the Releases, the following are not barred by the Releases: (a) claims relating to the validity of this Agreement; (b) claims by either party to enforce this Agreement; (c) claims that legally may not be waived; (d) claims arising after the execution of this Agreement that are not encompassed by the Released Claims; (e) claims brought pursuant to the workers' compensation act.

3. **Consideration.** In full consideration of Johnson entering into this Agreement, Releasees will make a "Settlement Payment" in the total amount of \$52,000.00, delivered in two (2) checks payable as follows: 1) the amount of \$33,492.67 issued to "Stephanie Johnson" (Form 1099 reporting); 2) the amount of \$18,507.33 issued to "Karpf, Karpf & Cerutti, P.C." (Form 1099

reporting). The checks shall be delivered to: Andrew Olcese, Esquire, Karpf, Karpf & Cerutti, P.C., 3331 Street Road, Two Greenwood Square, Suite 128, Bensalem, PA 19020.

Johnson will complete a Form W-9 and will direct her attorney to complete a Form W-9 and conduct a child support judgment search. The completed form W-9s and child support judgment search will be sent to Regina M. Philipps, Esquire at Madden & Madden, P.A., 108 Kings Highway East, Suite 200, Haddonfield, NJ 08003, at the same time Johnson's attorney returns an original signed copy of this Agreement. The Settlement Payment will be delivered within 30 days of Releasees' counsel's electronic receipt of the Agreement fully executed by Johnson, the W-9 Forms, the clear child support judgment search, and the approval of the Board and SAIF at their June 2023 meetings.

This Settlement Payment describes valuable consideration to which Johnson would not otherwise be entitled. Johnson understands and agrees that the Settlement Payment includes and encompasses any and all claims with respect to attorneys' fees, costs, and expenses for or by any and all attorneys who have represented her or with whom she has consulted or who has done anything in connection with the Released Claims.

4. **OWBPA.** The release in Paragraph 2 of this Agreement includes a waiver of all Claims against the Releasees under the Age Discrimination in Employment Act ("ADEA") and the Older Workers Benefit Protection Act ("OWBPA"). Therefore, pursuant to the requirements of the ADEA and OWBPA, Johnson specifically acknowledges the following:

(a) that she has been advised to consult with an attorney of her choosing concerning the legal significance of this Agreement and has done so;

(b) that this Agreement is written in a manner that she understands;

(c) that the consideration set forth in Paragraph 3 of this Agreement is adequate and sufficient for her entering into this Agreement and consists of benefits to which she is not otherwise entitled; and

(d) that she has been afforded twenty-one (21) days within which to consider this Agreement before executing this Agreement and that any changes to this Agreement subsequently agreed upon by the parties, whether material or immaterial, do not restart this period for consideration, and that if she elects not to take the twenty-one (21) days, she has done so voluntarily and with the full understanding that she is waiving her statutory right to do so; and

(e) that if she chooses to execute this Agreement, she has the right to revoke her acceptance at any time within seven (7) days of the date on which she signed the Agreement, and that any revocation within the applicable seven (7) day period must be signed and submitted in writing and to the attention of Regina M. Philipps, Esquire at Madden & Madden, P.A., 108 Kings Highway East, Suite 200, Haddonfield, NJ 08033 and state, "I hereby revoke my acceptance of our Agreement."

5. **IRS Issues.** The parties acknowledge that this settlement is not conditioned or contingent upon the tax consequences, or lack thereof, associated with Johnson's receipt of the Settlement Payment. Further, Johnson understands and agrees that Releasees have not withheld

any amount from the Settlement Payment for federal, state, or local taxes or other withholdings. As required by law, Releasees will issue the appropriate IRS Form 1099s in connection with the Settlement Payment at the appropriate time. Releasees make no representations or warranties regarding any tax issues for any payment provided for in this Agreement, and Johnson acknowledges that she has not relied upon any advice from Releasees concerning tax liability, if any, for the amounts to be paid under this Agreement. Johnson also acknowledges that she is responsible for any and all tax liability or consequences which may be assessed arising from the payment and characterization of these proceeds, and Johnson agrees to defend and indemnify and hold Releasees harmless against any and all tax liability, interest, and/or penalties with respect to the Settlement Payment.

6. **No Future Payments Except Those Described Herein.** Except as set forth in this Agreement, it is expressly agreed and understood by the parties that Releasees do not have, and will not have, any obligation to provide Johnson at any time in the future with any payments, benefits, or consideration other than that set forth in Paragraph 3 above.

7. **Non-Admissions.** Releasees and Johnson agree and acknowledge that this Agreement is not to be construed as an admission by Releasees of any violation of any federal, state or local statute, ordinance or regulation, constitutional right, public policy, common law duty or contractual obligation, or that any decisions or actions taken in connection with Johnson were unwarranted, unjustified, wrongful or otherwise unlawful. Releasees specifically deny that they engaged in any wrongdoing and specifically deny any liability to Johnson or to any other person and/or entity.

8. **Confidentiality.** Johnson represents that she has and will keep the terms of this Agreement and all matters concerning or relating to the settlement in strictest confidence, including the substance of the negotiations leading up to the settlement, and not disclose them to anyone, except as follows: (1) if she is required to reveal such information pursuant to applicable law, legal process or by a regulatory body or agency, subject to Releasees' rights detailed below; and (2) Johnson may disclose the financial terms of the Agreement to her spouses, attorneys, financial advisors/auditors/accountants, and tax authorities, if necessary, after first obtaining that individual's agreement to keep the information confidential and not disclose it to others. **Although the parties may have agreed to keep the settlement and underlying facts confidential, such provision is unenforceable against the employer if the employee publicly reveals sufficient details of the claim so that the employer is reasonably identifiable.**

Johnson will say nothing about this Agreement, the Litigation or the Released Claims to any past, present or future employees of the Board. If Johnson is asked about the Litigation or this Agreement, she may only respond, "The matter has been resolved." If Releasees prove before a court of competent jurisdiction that Johnson, or anyone to whom Johnson has disclosed the information protected by this paragraph, has breached this confidentiality provision, Johnson may be liable to Releasees for actual damages resulting from the breach.

Should Johnson be requested to disclose the confidential terms and matters addressed in the Agreement in connection with any judicial, administrative or other proceeding, she agrees to immediately notify Releasees of the request by sending such notification in writing by First Class Mail, fax, or email to the attention of Regina M. Philipps, Esquire at Madden &

Madden, P.A., 108 Kings Highway East, Suite 200, Haddonfield, NJ 08033. Johnson further agrees that Releasees have standing to object to the disclosure on Johnson's behalf, as well as on their own behalf. Assuming Releasees object to the request, Johnson agrees to await the final outcome of the objection before making any disclosures about this Agreement or its terms.

9. **Non-Disparagement.** The parties agree that they will refrain from making any derogatory or disparaging statements about one another to any person or entity, and they specifically agree that each will refrain from making any derogatory or disparaging statements about Johnson, the Board, or the business practices or operations of the Board, to any person or entity. Should the Board be requested to provide information about Johnson's separation from employment, the Board will only provide a neutral reference, including Johnson's dates of employment and rate of pay.

10. **Discharge of Obligation.** The obligations of Releasees under this Agreement shall be discharged upon receipt by Johnson and her counsel of valid checks in the amount of such payments as designated in Paragraph 3 of this Agreement. The Board will file a stipulation of dismissal for the Litigation following the discharge of the aforementioned obligation.

11. **Consideration Period.** Johnson acknowledges that she has been provided with a reasonable period of time to consider the terms of this offer. By signing and returning this Agreement, Johnson acknowledges that the consideration period afforded her a reasonable period of time to consider fully each and every term of this Agreement, including the General Release of Claims, and that she has given the terms full and complete consideration.

12. **Governing Law.** This Agreement shall be executed and delivered in the State of New Jersey. All provisions hereof and all rights, obligations and liabilities arising hereunder shall be construed in accordance with the laws of the State of New Jersey, except if preempted by federal law. Any action to enforce the terms of this Agreement shall be filed in the State of New Jersey only.

13. **Waiver.** If any party, by its actions or omissions, waives or is adjudged to have waived any breach of this Agreement, any such waiver shall not operate as a waiver of any other subsequent breach of this Agreement.

14. **Successor and Assigns.** This Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal or legal representatives, successors and/or assigns.

15. **Severability.** If any provision of this Agreement is or shall be declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall not be affected thereby and shall remain in full force and effect.

16. **Integration and Modification.** The parties hereto acknowledge that this Agreement constitutes a full, final, and complete settlement of their differences and supersedes and replaces any and all other written or oral exchanges, agreements, understandings, arrangements, or negotiations between or among them relating to the subject matter hereof, and affirmatively state that there are no other prior or contemporaneous agreements, exchanges, representations, arrangements, or understandings, written or oral, between or among them relating

to the subject matter hereof other than that as set forth herein, and that this Agreement contains the sole and entire Agreement between them with respect to the subject matter hereof. This Agreement contains all of the promises and understandings of the parties. There are no other agreements or understandings except as set forth herein, and this Agreement may be amended only by a written agreement signed by the parties, which agreement shall specifically reference this Agreement and the provision which the parties intend to waive or modify.

17. **Counterparts and Signatures.** This Agreement may be executed in any number of counterparts, and may be executed on copies, each of which shall be deemed an original, including electronic signatures, and each such counterpart shall have the same force and binding effect as if executed by all parties. The parties agree that notarized signatures are not required and further agree not to contest the authenticity of any signature to this Agreement.

18. **Acknowledgement.** Johnson acknowledges that:

(a) Neither Releasees, nor their agents, representatives or employees have made any representations to her concerning the terms or effects of this Agreement, other than those contained in the Agreement;

(b) She has the intention of releasing all claims recited herein in exchange for the payments and other consideration described herein, which she acknowledges as adequate and satisfactory to her and in addition to anything to which she otherwise is entitled, other than those non-released claims identified in Point 2(g);

(c) She has no past-due obligations for child support payments under N.J.S.A. 2A:17-56.23b(a);

(d) No Medicare or Medicaid payments have been made to or on behalf of Johnson relating to the Litigation, and no liens, claims, demands, subrogated interests, or causes of action of any nature or character exist or have been asserted arising from or related to her employment with the Board;

(e) She has been given a reasonable period of time to consider the terms of this Agreement;

(f) She has been advised and given an adequate amount of time to review this Agreement and have reviewed this Agreement with her counsel; and

(g) She is competent to understand the contents and effect of this Agreement and that her decision to enter into this Agreement has not been influenced in any way by fraud, duress, coercion, mistake or misleading information.

19. **Certification of Understanding and Competence.** Johnson acknowledges that: (a) she is competent to understand the content and effect of this Agreement; (b) she understands that by entering into this Agreement, she is releasing forever Releasees from any claim or liability (including claims for attorney's fees and costs) arising from her employment relationship with the Board, other than those claims identified in Point 2(g); (c) she is entering into this Agreement of her own free will in exchange for the consideration to be given to her as listed in Paragraph 3,

above, which she agrees is adequate and satisfactory; and (d) that the Board and Releasees have not made any representations to her concerning the terms or effects of this Agreement, other than those contained in the Agreement.

IN WITNESS THEREOF, the parties have executed this Agreement on the date shown below.

Dated: 5/23/2023

Stephanie Johnson
STEPHANIE JOHNSON

**THE LITTLE EGG HARBOR TOWNSHIP
BOARD OF EDUCATION**

Dated: 7/25/23

By: Christine S. Snyder
Title: