

SETTLEMENT AGREEMENT AND RELEASE

LAKISHA THOMAS, on her own behalf and on behalf of her heirs, executors, administrators, and assigns (hereinafter collectively referred to as "**Lakisha Thomas**" or "**Thomas**"), and the **BOROUGH OF SOUTH RIVER**, on its own behalf and on behalf of its successors, assigns, departments, elected and appointed officials, employees, agents, representatives, attorneys, and insurance carriers (hereinafter collectively "**the Borough**"), have reached the within Settlement Agreement and Release (hereinafter "**Agreement**") in final settlement of any and all disputes between and among them from the beginning of time until the present.

NOW THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, the parties hereby agree as follows:

1. **Lakisha Thomas**, on her own behalf and on behalf of her heirs, executors, administrators, successors and assigns hereby releases and forever discharges the **Borough of South River**, and all related entities, its successors, assigns, departments, and its elected and appointed officials, employees, agents, representatives, attorneys, and insurance carriers, including but not limited to the Middlesex County Municipal Joint Insurance Fund, including but not limited to their, and the estates and/or heirs thereof, from any and all claims, demands, damages, and causes of action, known and unknown, relating to or arising out of any alleged conduct of the Borough, and resulting from anything which has happened from the beginning of time up to the date Lakisha Thomas executes this Agreement, including claims for attorneys' fees.

Without limiting the foregoing provision in any way, Thomas releases all claims, demands, damages, and causes of action relating to or arising out of any conduct of the Borough,

including, but not limited to, all claims under the Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. § 4311; Title VII of the Civil Rights Act of 1964 and 1991, as amended, 42 U.S.C. § 2000e, et seq. and laws amended thereby; the Civil Rights Act of 1966, 42 U.S.C. § 1981, et seq.; the Civil Rights Statutes contained in 42 U.S.C. §§ 1983, 1985, and 1986 and any related laws; the Americans with Disabilities Act ("ADA"), 42 U.S.C. § 12101, et seq.; the New Jersey Law Against Discrimination ("NJLAD"), N.J.S.A. 10:5-1, et seq.; the New Jersey Civil Rights Act, N.J.S.A. 10:6-1, et seq.; 29 U.S.C. § 1001, et seq.; the Employee Retirement Income Security Act, 29 U.S.C. § 1001, et seq., the Rehabilitation Act of 1973, the False Claims Act, 31 U.S.C. § 3729, et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 651, et seq., the False Claims Act, 31 U.S.C. § 3729, et seq., and any other Federal, State or local laws, regulations, or ordinances, or a claims of quasi-contract, tort, negligence, intentional act, malicious prosecution, false arrest and false imprisonment, civil conspiracy, excessive force, improper training and supervision, harassment, racial profiling, fraud, defamation, intentional and/or negligent infliction of emotional distress; or any common law claim; or any claim for punitive damages, and any other duty or obligation of any kind or description to the fullest extent permissible by law. This Release waives any and all claims for discovery, whether asserted or unasserted, relating to materials or events that predate the execution of this Agreement. This Release shall apply to all known, unknown, unsuspected, and unanticipated claims, liens, injuries and damages from the beginning of time up to and including the day of the date of this Agreement, except those that may not be waived by law or statute. Nothing in this release shall be construed as a waiver of Thomas' rights to enforce this Agreement.

2. In consideration of the terms of this Agreement, the Borough, by and through its insurance carrier, agrees to pay on behalf of Lakisha Thomas, a total sum of Twenty-Five Thousand Dollars (\$25,000.00) for disputed claims of non-economic damages and attorney's fees and is not back wages and, as such, will not be subject to withholding and will be reported on a Form 1099-MISC. Payment of the settlement proceeds shall be made via two (2) separate checks as follows:

- a. One check in the amount of Fifteen Thousand Dollars (\$15,000.00) made payable to "Lakisha Thomas";
- b. One check in the amount of Ten Thousand Dollars (\$10,000.00) made payable to the "Law Offices of Eric A. Shore, P.C.";
- c. The checks will be sent via Federal Express to the Law Offices of Eric A. Shore, P.C., 20 Brace Road, Suite 325, Cherry Hill, New Jersey 08034.

The parties hereby stipulate, agree and acknowledge that the consideration received by them for execution of this Agreement shall constitute full payment, satisfaction, discharge and compromise of, and from, all matters between and among them to the date of the execution of this Agreement.

3. In consideration of the terms of this Agreement, and the payment referred to in Paragraph 2, Lakisha Thomas agrees to resign from the Borough.. Thomas affirms that she has been paid and/or has received all leave (paid or unpaid), compensation, wages, bonuses, commissions, vacation pay, Paid Time Off (PTO), and/or benefits to which she may have been entitled during her employment and that no other leave (paid or unpaid), compensation, wages, bonuses, commissions, vacation pay, Paid Time Off (PTO), and/or benefits are due to Thomas, except as provided in this Agreement.

4. Thomas and the Borough have chosen to enter into this Agreement to avoid further proceedings with respect to certain claims Thomas could have made against the Borough. Thomas and the Borough understand and agree that the Borough denies every allegation of wrongdoing alleged by Thomas.

5. This Agreement is a compromise of disputed claims and is not an admission of liability or wrongdoing by any party and/or that Thomas has suffered any injury. It is entered into as a business judgment bearing in mind the cost and uncertainty of protracted litigation. The Borough expressly denies that it has violated any law, statute, ordinance, contract, duty, or obligation whatsoever or that it has committed any tort or engaged in any improper conduct. By virtue of this Agreement, neither Thomas, nor the Borough shall be construed as a prevailing party under any rule of court or fee shifting statute.

6. The parties acknowledge that no tax advice has been given to Thomas and that neither the Borough, nor any of its representatives have made any representations regarding the tax consequences of the payments referred to herein and shall not be responsible for any tax liability attributable to Thomas or for any interest or penalty arising out of the settlement proceeds for any tax liability attributable to Thomas. Thomas shall be solely responsible for any tax liability that should arise now, or in the future, as a result of this Agreement. Thomas hereby agrees to indemnify and hold harmless the Borough in connection with any tax liabilities and/or penalties which may be incurred by the Borough for any failure to properly treat or report the payments.

7. The parties agree that this Agreement shall not be filed with any court except in an action to enforce its terms. The parties further agree that this Agreement will be construed and governed by the laws of the State of New Jersey, without regard to principles of conflicts of

law, and the parties hereby submit to the jurisdiction of the Courts of the State of New Jersey with regard to enforcement of this Agreement.

8. The terms of this Agreement are confidential. The facts, amounts, circumstances and documents underlying this Settlement Agreement and Release shall not be disclosed or admissible in any litigation or proceeding in any forum for any purpose other than to enforce or challenge the terms and conditions of this Agreement. Neither Thomas nor her representatives shall disclose to any third party (other than tax advisors, family members, and retained counsel) any details regarding the settlement of this matter or this Agreement except in connection with an action to challenge or enforce this Agreement. Neither Thomas nor her representatives shall take any steps to contact or otherwise notify the media, members of the media, or any other persons regarding this litigation or the fact that a settlement has been reached. In response to any inquiries, Thomas and/or her representative may state nothing more than "the matter has been resolved." Thomas affirmatively recognizes her obligation under this Agreement to communicate the non-disclosure obligation to his tax advisors, family members, and retained counsel at the time of any permissible disclosure and to disclose to such permissible person(s) only if they agree to be bound by the non-disclosure provisions of this Agreement. By executing this Agreement Thomas certifies that she has not disclosed this settlement to any third party (other than tax advisors, family members, and retained counsel) and acknowledges that the Borough has relied upon that representation in determining to make the settlement payment hereunder.

9. The confidentiality provisions of this Agreement do not bar such disclosure as may be compelled by court order, subpoena or other lawful process; for compliance with any federal or other applicable law or regulation; or in order to challenge or enforce this Agreement. Should Thomas be served with legal process that might invade the confidentiality provisions of

this Agreement, she shall place the Borough on written notice within five (5) days via overnight mail or confirmed facsimile and regular mail, so that the Borough may make the appropriate application to quash or for a protective order. Notice shall be directed to Arthur R. Thibault Jr., Esq., Apruzzese, McDermott, Mastro & Murphy, P.C., 25 Independence Blvd., Warren, NJ 07059, facsimile number (908) 647-1492.

10. The parties hereby further agree and covenant, as a condition of the Borough's performance of its obligations arising from this Agreement, that any violation or breach of the nondisclosure obligations set forth in this Agreement by Thomas, including, but not limited to, disclosure by legal counsel and/or tax advisors, may cause irreparable harm to the Borough and shall entitle it to seek monetary damages and whatever other remedies are available to it including, but not limited to, injunctive and other relief, to redress damages which may occur as a direct or indirect result of a breach of the nondisclosure obligations set forth herein.

11. Lakisha Thomas represents that prior to the execution of this Agreement she has, through counsel, provided the Borough, through their counsel Apruzzese, McDermott, Mastro & Murphy, P.C., with a certification and child support judgment search compliant with N.J.S.A. 2A:17-56.23b and agrees that the settlement proceeds described in paragraph 3 shall be paid in accordance with N.J.S.A. 2A:17-56.23b and/or other applicable law.

12. Thomas acknowledges that she has had ample time to consult with an attorney of her choice throughout the negotiations that preceded her execution of this Agreement; that she has carefully read and fully understands all of the provisions of this Agreement, including the Release; that she is voluntarily executing this Agreement without coercion or duress and in consultation with the attorney of her choice; that she has had adequate time to review this

Agreement and the release contained in this Agreement; and that she has voluntarily executed same without coercion or duress and in consultation with counsel of their choice.

13. ADEA WAIVER

Thomas acknowledges that she is releasing all rights and claims arising under the Age Discrimination in Employment Act. To satisfy the requirements of the Older Workers' Benefit Protection Act, 29 U.S.C. § 626(f), the parties agree as follows:

a. Thomas acknowledges that she has read and understands the terms of this Agreement.

b. Thomas is hereby advised to consult with an attorney prior to executing this Agreement and was given the opportunity to do so.

c. Thomas acknowledges that she has at least twenty-one (21) days to consider this Agreement, although she may, in the exercise of her own discretion, accept or reject it at any time before the twenty-one (21) days by signing the Agreement and submitting it to the Borough. Thomas acknowledges that she has taken as much time as necessary to consider whether to enter into this Agreement, and has chosen to enter this Agreement freely, knowingly and voluntarily.

d. For a seven (7) day period following the execution of this Agreement, Thomas may revoke this Agreement by delivering a written revocation to the law firm of Apruzzese, McDermott, Mastro & Murphy, labor attorneys for the Borough, Attention: Arthur R. Thibault Jr., Esq., 25 Independence Boulevard, Warren, NJ 07059. This Agreement will not become effective or enforceable, and no payment will be made until after the end of this revocation period.

14. This Agreement constitutes the entire agreement with respect to the subject matter hereof and shall not be amended, modified or amplified except in writing signed by both parties.

No oral statement of any person shall in any manner or degree modify the terms and provisions of this Agreement.

15. If any of the provisions, terms, clauses, or waivers or release of claims or rights contained in this Agreement are declared illegal, unenforceable, or ineffective in a legal forum, such provisions, terms, clauses, or waivers or release of claims or rights shall be deemed severable, such that all other provisions, terms, clauses, and waivers and releases of claims and rights contained in this Agreement shall remain valid and binding upon all parties.

16. This Agreement shall inure to the benefit of, and may be enforced by, the parties hereto and all of their respective heirs, legal representatives, successors and assigns.

17. The parties acknowledge that this Agreement is a joint product and shall not be construed for or against any party on the ground of sole authorship. This Settlement may be executed in multiple originals, each of which shall be considered an original instrument, but all of which shall constitute one (1) agreement, and shall bind the parties hereto and their successors, heirs, assigns, and legal representatives.

Date: 3/30/22

Lakisha Thomas
LAKISHA THOMAS

ACKNOWLEDGEMENT

STATE OF NEW JERSEY :

ss.:

COUNTY OF Middlesex :

I certify that on March 30, 2022, Lakisha Thomas personally came before me and acknowledged under oath to my satisfaction, that she:

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

Nicole M. Simmons

Notary Public of the State of New Jersey

FOR THE BOROUGH OF SOUTH RIVER

By: J. L. M. Kelly

Title: Mayor

Date: June 3, 2022

