

CASSIA MOSDELL, PsyD.

Plaintiff

V.

PISCATAWAY TOWNSHIP BOARD
OF EDUCATION, JOHN DOES 1
THROUGH 10 AND ABC CO. 1
THROUGH 10

Defendant

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MIDDLESEX COUNTY
DOCKET NO.: MID-L-1950-23

RELEASE AND
SETTLEMENT AGREEMENT

This a SETTLEMENT AGREEMENT and GENERAL RELEASE of all claims with prejudice (hereinafter referred to as the "Release") is made by CASSIA MOSDELL (hereinafter referred to as "MOSDELL") including herself and her legal representatives and agents), for the benefit of the Piscataway Township Board of Education including their present or former administrators, officers, agents, representatives, employees, and members (hereinafter shall be referred to collectively as the "Board") and shall also be referred to as the "Defendants" and/or the "Released Parties") for the following purposes and with reference to the following background.

BACKGROUND

A. MOSDELL filed a Complaint with the Superior Court of New Jersey, Law Division, Middlesex County, MON-L-743-22, asserting, *inter alia*, a violation of the New Jersey Law Conscientious Employee Protection Act, N.J.S.A. §34:19-1 et seq. and other common law claims; and

B. The Released Parties have denied, and continue to deny, any and all liability for all the claims alleged by MOSDELL and further deny that any of the Released Parties violated any laws, engaged in any unlawful or wrongful conduct against MOSDELL, retaliated against MOSDELL, and/or deprived MOSDELL of any of her rights in any manner; and

C. The Parties desire to make a full and final settlement of any and all of MOSDELL's claims and potential claims against the Released Parties and any of their administrators, officers, agents, representatives, employees, and members, known or unknown, asserted or unasserted, based on any facts, events, acts or omissions, whether now known or unknown, occurring on or before the effective date of this Release, without any judicial, administrative, or arbitral resolution of them and without any admission with respect to any issues presented or capable of being presented.

NOW THEREFORE, in consideration of the payment described herein and for other good and valuable consideration, and intending to be legally bound, the parties agree as follows:

1. Non-Admission. This Release is not, and shall not in any way be considered or construed as, an admission by any of the Released Parties of any tortious conduct or of any violation of any laws, common laws, or federal, State, or local statutes, regulations, codes, ordinances, and/or policies or of any alleged duties owed by any of the Released Parties to

MOSDELL, or of any unlawful or wrongful acts whatsoever by Released Parties. The Release is a compromise resolution of a disputed claim to avoid the expense and inconvenience of continued litigation. Nothing herein shall be construed as a concession by either party of the correctness of the other party's factual or legal contentions. The payment hereunder is made solely to avoid the inconvenience and cost of litigation and to resolve completely all of MOSDELL's claims against the Released Parties, known or unknown, asserted or unasserted, as more fully detailed in Paragraph 7 below.

2. Cooperation. MOSDELL agrees to cooperate fully in connection with any steps required to be taken as part of her obligation under this Release.

3. Withdrawal and Dismissal of Lawsuit and Promise Not to Sue. MOSDELL understands that this Release extinguishes any claims or potential claims as to the Released Parties, and she agrees not to file, revive any claims, take any action, or initiate a complaint and/or lawsuit against the Released Parties in any way. MOSDELL further agrees not to file any other charges with any State, federal agency, or tribunal against the Released Parties and/or any of its current or former elected officials, employees, agents, or administrators.

MOSDELL further agrees that neither she nor any person, organization, agency, or other entity on her behalf, will file, charge, claim, or sue, or cause to be filed, charged, claimed, or sued, any lawsuit, legal

proceeding, action, or claim of any nature with any court or agency (including any action for damages, attorneys' fees, injunction, declaratory, monetary, equitable or other relief) against any of the Released Parties, based on any matter, fact or event occurring prior to the effective date of this Release, whether now known or unknown, or involving any continuing effects of any acts or practices which may have arisen or occurred prior to the effective date of this Release.

4. Payments and other Considerations. In exchange for the promises, Releases, and legal releases stated herein, and other good and valuable consideration, MOSDELL will be paid a total of One Hundred and Twenty-Five Thousand dollars (\$125,000) within Thirty (30) days of the Effective Date of this Release. The Effective Date of this Release shall be the date on which the Board received MOSDELL's signed and notarized Release, a W-9 form, and a clear child support search report.

The payment is made on account of MOSDELL's non-economic personal injury claim and will not be subject to any withholding and will be taxed in the manner of a 1099, and all payments shall be made by check to "Pashman Stein Walder Hayden, P.C.. in trust for Cassia Mosdell."

MOSDELL's counsel shall be responsible for distributing MOSDELL's portion of her settlement proceeds to her.

MOSDELL understands and agrees that she will not be considered a prevailing party under any statute, common law, or otherwise as a result of this Release.

MOSDELL further agrees that she will never apply for employment, whether as a direct employee or as a contractor or for a vendor, with the Piscataway Township Board of Education at any time in the future.

5. MOSDELL's Tax Indemnification. MOSDELL agrees to indemnify and hold all of the Released Parties harmless from any and all federal, State, and local tax liabilities, deficiencies, levies, interest, and penalties that may be assessed as a result of not withholding income and payroll taxes on the monies paid pursuant to this Release if she fails to properly pay any taxes to which her settlement may be subject.

6. Full and Complete Settlement. MOSDELL agrees that the payment described in Paragraph 4 will be received by MOSDELL in full and complete settlement, as more fully detailed in Paragraph 7 below, of all known or unknown claims, asserted or unasserted, allegedly arising out of any and all conduct or actions of the Released Parties, as more fully detailed in Paragraph 7 below.

7. General Release and Waiver of all Claims by MOSDELL. In consideration for the payment and promises described in Paragraph 4, and elsewhere in this Release, MOSDELL fully, completely and forever releases and discharges the Released Parties of and from any and all claims, actions, causes of action, back pay, front pay, contracts, agreements,

compensation, pay, promises, charges, judgments, grievances, obligations, rights, demands, debts, sums of money, salaries, wages, benefits, physical injury, pain, suffering, emotional distress, compensatory damages, punitive damages, attorneys' fees, expert fees, expenses, costs, losses liabilities, damages, or accountings of whatever nature, whether known or unknown, disclosed or undisclosed, asserted or unasserted, in law or equity, contract or tort or otherwise (herein collectively designated as "Claim" or "Claims"), through the effective date of this Release, including, but not limited to, any and all Claims of race, gender, sex, age, disability, pregnancy and national origin discrimination, retaliation; any and all tort Claims, contract Claims and/or Claims for general damages; any and all Claims arising under, made, regarding, or involving any federal, State or local laws, statutes, codes, policies and/or under the common law; violations of any federal, state or local fair employment practices or civil rights laws or ordinances; Claims for personal injury, defamation, wrongful conduct, or wrongful discharge; the Civil Rights Acts of 1866 and 1871, as amended, 42 U.S.C. §1981; the Civil Rights Act of 1964, as amended, including Title VII; the Americans with Disabilities Act; the Age Discrimination in Employment Act, as amended; the Older Workers Benefit Protection Act; the Employee Retirement Income Security Act; the Fair Labor Standards Act; the Rehabilitation Act of 1973; Executive Order 11246; the federal Family and Medical Leave Act; state Family and Medical Leave Acts; Claims alleging retaliation under the

Worker's Compensation Act; the Unemployment Compensation Law; the National Labor Relations Act, as amended; CREAMMA, Coronavirus Aid and Economic Security Act; any and all state wage/hour payment and collection laws; Pickering's policies, practices, collective bargaining agreements, contracts, benefits or understandings; any Claims arising out of any relationship, including employment relationship, between or among MOSDELL and the Released Parties predating the effective date of this Release; and all Claims for employment, reemployment, or reinstatement of employment any and all grievances, or demands for mediation or arbitration, or Claims or demands under any policies and procedures; and any and all Claims asserted, or which could have been asserted, in a state court lawsuit referenced above, including any Claims against any current or former agents or employees of the Released Parties.

MOSDELL hereby specifically waives, releases, and gives up all Claims and rights, as described in the preceding paragraph, whether now known or unknown, which she has or may have, against the Released Parties, based on any fact, act, event, or omission, whether now known or unknown, occurring before the effective date of this Release. MOSDELL understands that she is waiving, releasing, and giving up all Claims and rights known to her and all Claims and rights unknown to her.

8. Non-Disparagement. The Parties, their agents, representatives, servants, and employees understand and agree that they will not engage in any activity or make any statement that may disparage or reflect

negatively on each other, its employees, officials, officers, directors or employees. In the event the Piscataway Township Board of Education receives a reference request from a prospective employer of MOSDELL, the Piscataway Township Board of Education will only provide such prospective employer the dates MOSDELL was employed and her last position held.

9. Confidentiality and Non-Disclosure. MOSDELL agrees that the terms, conditions, facts of payment, amount of payment, and underlying facts of the settlement stated in this Release shall be held strictly confidential by her. MOSDELL further agrees that she shall not describe, characterize or disclose any such information in any manner whatsoever, directly or indirectly, orally or in writing to anyone not a party to this Release, except to the extent required by law or to say, "The matter has been resolved," if asked, and except that MOSDELL may disclose the terms of this Release to her immediate family, accountants, financial advisors and attorneys, or when legally obligated to do so. MOSDELL acknowledges that the Released Party, Piscataway Township Board of Education, is a public entity and is required by law to release this General Release if requested under the Open Public Records Act (OPRA).

10. Liens. It is further understood that as a condition of this Release, all claims and/or liens, past, current and/or future arising out of this settlement or asserted against the proceeds of this settlement are to be satisfied by MOSDELL and/or her Attorneys, 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, including but not limited to claim based on subrogation or any other legal or equitable theory. MOSDELL, therefore, agrees, upon prompt presentation of any such claims and/or liens, to defend the Released Parties against any and all such claims and/or liens and to indemnify and hold the Released Parties harmless against any judgment entered against the Released Parties based on such claims and/or liens, including the payment of any fines, charges, and attorneys' fees incurred as a result of any such liens. Failure to satisfy any such liens shall be considered a breach of this Release, and MOSDELL and her attorneys agree to pay all costs, interest, and attorneys' fees relative to any such liens.

11. Attorneys' Fees, Costs, and Expenses. Each party shall be responsible solely for its or their own attorneys' fees, costs, and expenses. MOSDELL specifically waives all claims to attorneys' fees, costs, and expenses from the Released Parties, including all claims for reimbursement to her for any attorneys' fees, costs, and expenses she has incurred or paid or which were paid on her behalf. The Parties agree that the prevailing party in any action brought to resolve a dispute arising from this Release or any provision hereof shall be entitled to an award of that

party's reasonable attorneys' fees, costs, and expenses incurred in connection with such action to the greatest extent permitted by law.

12. Applicable Law and Severability. This Release shall be governed by and construed in accordance with the laws of New Jersey, except where federal law controls. Should any provision of this Release be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Release.

13. Entire Release. This Release, including the Recitals, if applicable, sets forth the entire Release among the Parties and fully supersedes any and all prior agreements or understandings, written or oral, among the Parties pertaining to its subject matter. The Parties agree that this Release may not be modified, altered, or changed except by a written agreement and/or addendum signed by the Parties.

14. Certification. MOSDELL agrees, certifies, acknowledges, and represents: (a) that she has been and is hereby advised in writing to consult with an attorney of her choice and at her expense prior to signing this Release; (b) that she has had adequate time and opportunity to review and discuss, and has reviewed and discussed, all of the terms and sections of this Release thoroughly with her attorney; (c) that her attorney has explained this entire Release to her; (d) that she does not waive any rights or claims that may arise after the date this Release becomes effective; (e)

that she shall have and was given at least twenty-one (21) days to consider the terms and conditions of this Release before signing it; and (f) that her waiver of Claims and this Release shall not become effective until the effective date of this Release.

If MOSDELL decides to sign this Release before the expiration of the 21-day period, MOSDELL specifically acknowledges that she has had sufficient time and opportunity to review and understand the terms of this Release and specifically waives and gives up any rights for additional time or opportunity to review it.

The check for payment of the amount set forth in Paragraph 4 shall be delivered to Pashman Stein Walder Hayden, P.C. in the foregoing manner: Lawyers Service.

MOSDELL FURTHER CERTIFIES, ACKNOWLEDGES, AND REPRESENTS THAT SHE IS ABLE TO READ AND UNDERSTAND ENGLISH, THAT SHE UNDERSTANDS ALL OF THE PROVISIONS HEREIN, WITH THE ADVICE AND ASSISTANCE OF HER ATTORNEY, AND THAT SHE MAKES THIS RELEASE KNOWINGLY AND VOLUNTARILY. MOSDELL ACKNOWLEDGES THAT SHE HAS NO PHYSICAL OR MENTAL PROBLEM, CONDITION, OR IMPAIRMENT OF ANY KIND THAT HAS INTERFERED WITH HER ABILITY TO READ AND UNDERSTAND THE MEANING OF THIS RELEASE OR ITS TERMS. MOSDELL FURTHER REPRESENTS THAT IN SIGNING THIS RELEASE, SHE DOES NOT RELY

ON ANY PROMISES OR REPRESENTATIONS MADE BY ANYONE OTHER THAN THOSE STATED SPECIFICALLY HEREIN.

15. Full Knowledge. MOSDELL further warrants, represents, and agrees that in signing this Release, she does so with full knowledge of any and all rights that she may have with respect to the Released Parties or the Lawsuit. ALTHOUGH THE PARTIES MAY HAVE AGREED TO KEEP THE RELEASE AND UNDERLYING FACTS CONFIDENTIAL, SUCH A PROVISION IN A RELEASE IS UNENFORCEABLE AGAINST THE EMPLOYER IF THE EMPLOYEE PUBLICLY REVEALS SUFFICIENT DETAILS OF THE CLAIM SO THAT THE EMPLOYER IS REASONABLY IDENTIFIABLE.

16. Headings. The headings of the paragraphs in this Release are for convenience only and shall not control or affect the meaning or construction of, or limit the scope or intent of, any of the provisions of this Release.

17. Stipulation of Dismissal with Prejudice. The Parties agree that upon payment of the settlement proceeds to MOSDELL's counsel, as provided in Paragraph Four (4) and elsewhere herein, counsel for the Parties shall execute and file a Stipulation of Dismissal with Prejudice with the Court.

18. Drafting and Negotiation of Release. The Parties understand and agree that the drafting and negotiation of this Release have been participated in by the Parties and their respective counsel and, for all

purposes, this Release shall be deemed to have been drafted jointly by each of the Parties. No ambiguity shall be resolved against any Party based upon authorship.

19. Signatures This Release may be signed by counterparts. However, this Release will not be binding among the Parties until it has been executed and delivered by and among the Parties and subject to the Piscataway Township Board of Education's receipt of a clear child support search report for MOSDELL and completed W-9 forms.

20. Revocation Period. MOSDELL understands that, if applicable, pursuant to the Older Workers Benefit Protection Act of 1990, she is entitled to consult with an attorney and that she will have twenty-one (21) days within which to consider this Release fully. MOSDELL shall have seven (7) days following her signing of this Release to revoke this Release, and she agrees and understands that a revocation of this Release shall be submitted to Defendants in writing within this seven (7) day revocation period. MOSDELL may not waive this seven (7) day revocation period, but she may waive the twenty-one (21) day period within which to consider the Release.

21. Settlement Subject to Approval by the Governing Body. MOSDELL understands that this agreement will not be binding

unless and until it is formally approved by the governing body of the Piscataway Township Board of Education.

IN WITNESS WHEREOF, and intending to be legally bound, CASSIA MOSDELL has executed this Release and Settlement Agreement as of the date below.

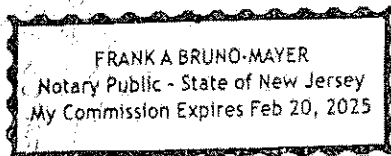
Cassia Mosdell
DATED: 12/8/23
CASSIA MOSDELL

STATE OF New Jersey :
COUNTY OF Essex : SS.

I CERTIFY that on the 8th day of December, 2023

CASSIA MOSDELL 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 act and deed.



[Raised Notary Seal]

[Signature]
Notary Public

IN WITNESS WHEREOF, and intending to be legally bound, the following is signed on behalf of the PISCATAWAY TOWNSHIP BOARD OF EDUCATION,

EDUCATION, which has executed this Release and Settlement Agreement
as of the date below.

DATED: 1/3/24

A handwritten signature in black ink, appearing to be "J. G. T.", written over a horizontal line.

On behalf of the Piscataway Board
of Education