# RELEASE

This Release, dated January 24, 2023 is given

BY the Releasors, the Estate of M[redacted] O[redacted], Decedent, by its Administratrix, Domitila Rosales, D[redacted] O[redacted], a Minor, By His Guardian Ad Litem, Domitila Rosales, Domitila Rosales, Individually and Lorenzo T. Ortega, referred to individually as "I",

TO the Releasees, Borough of Raritan (a municipal corporation of the State of New Jersey), Borough of Raritan Police Department, Officer E. Holt and the Somerset County Joint Insurance Fund, referred to individually and collectively as "You."

If more than one person signs this Release, "I" shall mean each person who signs this Release.

1. Release. I release and give up any and all claims and rights which I may have against you. I specifically release all claims for injuries, medical conditions, medical expenses, wage and economic loss or other losses which I allege to have sustained as a result of a accident that occurred on July 7, 2018 in the Borough of Raritan, which claims were the subject of an action entitled The Estate of M[redacted] O[redacted], et al. v. Borough of Raritan, et al, docket number SOM-L-775-20 filed in the Superior Court of New Jersey, Somerset County.

I expressly release you from any and all outstanding medical liens, outstanding medical bills, child support liens, public assistance liens, short or long term disability liens and liens of any nature (including **ERISA** liens, Medicare or Medicaid liens and Workers Compensation liens) that are related to the accident, and I further agree to indemnify and hold harmless You and Your attorneys from any liability that may be incurred as to any lien holder for the payment of any actual or equitable lien amount, whether public, private or otherwise.

2. Payment and Satisfaction of Liens. We have been paid a total of $450,000 **(four hundred and fifty thousand dollars)** in full payment for making this Release. We understand that $100,000 of these settlement funds are and will be dedicated to the settlement of the claim made for and on behalf of D[redacted] O[redacted] a minor, and that a portion of those funds will be deposited with the Surrogate of Somerset County for his benefit following approval of the settlement by friendly hearing.

I agree that I will not seek anything further including any other payment from you. I acknowledge that the payments are to be made by or through public entities and that the payment schedule is dependent on when the public entity or the Joint Insurance Fund issues its approved payments, which may take two or three weeks. We understand that attorneys' fees and costs will be borne by each party separately, and that those fees and costs may be deducted from the payment made by the releases.

Initial here: _____ D.R.  Initial here: _____ L.T.O.

I personally guarantee that all liens or monetary obligations owed whether public, private or otherwise, for any medical, wage, or other benefits received by me or paid by any third party on my behalf as a result of the subject accident, including all medical bills incurred for treatment at any medical facility or medical group at which I received treatment or services have been or will be satisfied and paid off in their entirety by me and/or my authorized agent out of the funds received pursuant to this Release unless otherwise compromised or satisfied from other sources. I will and do indemnify and hold harmless you or your insurance carrier and your attorney from any liability they might incur to any lien holder or subrogee for the payment of any actual or equitable lien amount, whether public or private. **I certify that I have not received any Medicare or Medicaid benefits as a result of the said accident and know of no Medicare or Medicaid lien for such benefits.**

3. Who is Bound. I, the undersigned, 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, your employees or former employees, your departments and municipal officers and all who succeed to your rights and responsibilities, such as your successors in interest, heirs, and your insurance carrier(s).

4. Independent Legal Counsel. I have had an opportunity to obtain independent legal counsel. I further state that I have had an adequate opportunity to discuss this Release, its provisions, and the effects thereof with counsel of my choosing, that all questions regarding the same have been answered to my satisfaction, and that I have been given the opportunity to be fully informed by counsel of my legal rights and liabilities relating to this Release.

5. Signatures. My signature below confirms that I have read, understand and agree to the terms of this Release.

6. No Admission of Liability. I understand that the settlement which this Release memorializes does not constitute an admission of liability by the releasees for the injuries and allegations claimed in the said lawsuit, and that the settlement reached is designed by all parties to settle the law suit and terminate the litigation without further expense to the parties. The releasees do not concede that it employees or police officers breached any standard of conduct.

7. Non-Disparagement. I agree that I will not engage in any conduct or communication designed to disparage the Releasees or otherwise harm the name or personal professional reputations of the Releasees.

Witnessed or Attested by:

_____

Domitila Rosales, Individually, and as Guardian Ad Litem for D[redacted] O[redacted] and as Administratrix of the Estate of M[redacted] O[redacted]

_____

Lorenzo T. Ortega

STATE OF NEW JERSEY, COUNTY OF UNION ss:

*I CERTIFY that on* July 27 *2023, Domitila Rosales and Lorenzo T. Ortega, personally came before me and acknowledged under oath, to my satisfaction, that they:*

*(a) are named in and personally signed this document; and*

*(b) signed, sealed and delivered this three-page document as their act(s) and deed(s).*

(Notary Public)

**Prepared by**

An Attorney At Law Of NJ

TIMOTHY P. BECK, ESQ.
Attorney at Law of the State of New Jersey