

## **CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE**

This Settlement Agreement and General Release (the "Settlement Agreement") is entered into by and between Paul DiRupo ("Plaintiff") and Defendants Lenape Valley Regional High School Board of Education (the "Board"), and Richard Kuncken ("Kuncken") (collectively, "Defendants"). Plaintiff and Defendants are collectively referred to as the "Parties".

**WHEREAS**, Plaintiff commenced a civil action against Defendants in the Superior Court of the State of New Jersey, County of Sussex bearing Docket No. SSX-L-95-21 (the "Lawsuit"), and wherein Plaintiff alleged that he was discriminated against and ultimately terminated by Defendants;

**WHEREAS**, in order to avoid expense and to conserve resources, and without admitting any wrongdoing whatsoever, the Parties wish to fully and finally settle all claims that Plaintiff may have against Defendants, their past, present and future officers, directors, employees, representatives, owners, shareholders, investors, insurers, attorneys, agents, successors, assigns, and executors (collectively, the "Releasees");

**WHEREAS**, Defendants deny all wrongdoing, responsibility and liability with respect to Plaintiff under any and all applicable Federal and New Jersey State and any other local laws, rules or regulations;

**WHEREAS**, the Parties have engaged in sincere arm's length negotiations, and each has been represented by counsel of their own choosing;

**WHEREAS**, each Party to this Settlement Agreement agrees that they have entered into this Settlement Agreement voluntarily and knowingly, and that they have reviewed this Settlement Agreement with counsel and fully understands its terms and conditions;

**NOW, THEREFORE**, in consideration of the execution of this Agreement and agreement

to the terms and conditions herein, and for other good and valuable consideration, the Parties agree as follows:

1. **Complete Agreement.** This Agreement sets forth the complete agreement with respect to the resolution of all issues, disputes or claims between the Parties whether known or unknown and supersedes any and all prior agreements or discussions on the same or similar topics.

2. **Non-Admission of Liability.** Neither this Agreement nor anything contained herein shall constitute or be construed as an admission of liability by Defendants.

(a) This settlement is based upon a good faith determination of the Parties to resolve a disputed claim. The Parties have not shifted responsibility of medical treatment to Medicare in contravention of 42 U.S.C. Sec. 1395y(b). The Parties resolved this matter in compliance with both state and federal law. The Parties made every effort to adequately protect Medicare's interest and incorporate such into the settlement terms. No conditional payments have been made by Medicare.

(b) 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 interest and do not reflect any attempt to shift responsibility of treatment to Medicare pursuant to 42 U.S.C. Sec. 1395y(b). The Parties acknowledge and understand that any present or future action or decision by Defendants 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 liability settlement or Plaintiff's full and final general release and waiver of claims as set forth in Section 6.

3. **Consideration to Plaintiff.** In consideration for Plaintiff entering into this Agreement and in full and complete satisfaction of any and all of his actual and potential claims against Defendants and all Releasees, Defendants shall pay "Montgomery Fetten Trust Account" the total gross amount of ONE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$100,000.00) (the "Settlement Payment").

- (a) Defendants shall issue a Form 1099;
- (b) The Settlement Payment shall be made within forty-five (45) days after the latest of the following:
  - i. approval of the Settlement Payment by the School Alliance Insurance Fund and the Board;
  - ii. Defense counsel receives from Plaintiff's counsel two signed original counterparts of this Agreement, signed by Plaintiff;
  - iii. Plaintiff's counsel provides defense counsel with an executed Stipulation of Dismissal With Prejudice;
  - iv. Plaintiff's counsel provides defense counsel with proof of a clear child support judgment search for Plaintiff pursuant to N.J.S.A. § 2A: 17-56-23b; and
  - v. the seven (7) day revocation period has expired without being exercised.

4. **Allocation and Taxation of the Settlement Payment.** The Firm makes no representation regarding Plaintiff's or Montgomery Fetten's tax liability as a result of the Settlement Payment. In the event that it is subsequently determined that any federal, state or local taxes are owed with respect to the Settlement Payment or any portion thereof, Plaintiff expressly acknowledges and agrees that he and/or his heirs, executors, administrators, agents, attorneys and assigns, and not Defendants or the Releasees, will be responsible for the payment of any such taxes, liabilities,

payments, costs, interest and penalties. Plaintiff agrees to indemnify and hold harmless Defendants and the Releasees to the full extent of any such taxes, liabilities, payments, costs, interest and penalties, which may be assessed against Defendants or the Releasees in connection with the Settlement Payment. Plaintiff further acknowledges and agrees that Defendants have not provided any tax advice related to the Settlement Payment. The Parties expressly agree that if any Defendant or Releasee is required to provide payment for taxes, penalties or interest, withholding or otherwise, as a consequence of the Settlement Payment, Plaintiff and or Montgomery Fette is required to provide payments for taxes, interest or penalties to any taxing authority.

5. **Full Satisfaction.** Plaintiff agrees and affirms that the consideration described in this Agreement shall constitute the entire amount of consideration provided to him under this Agreement and that he will not seek any further compensation for any other damages, costs, disbursements or attorneys' fees in connection with any of the matters encompassed by this Agreement, any aspect of his application for employment, employment, and/or separation from employment with Defendants, or otherwise. Plaintiff further acknowledges and agrees that, as of the date he signs this Agreement, he has been properly paid for all hours worked and has not sustained any work-related illness or injuries for which he has not already filed a claim. Plaintiff further acknowledges that he would not otherwise be entitled to any of the Settlement Payment, but for him voluntarily signing this Agreement and his commitment to its binding terms.

6. **Release by Plaintiff.**

(a) In consideration for the Settlement Payment described herein, Plaintiff, for himself and his agents, successors, heirs, executors, administrators and assigns, hereby irrevocably and unconditionally forever release and discharge Defendants and the Releasees as defined

in this Agreement, from any and all actual or potential claims, charges, demands, actions or liabilities of any kind, known or unknown, which have arisen, or which may arise, by any reason whatsoever on or before the date upon which Plaintiff signs this Agreement, including, but not limited to, all claims related to or arising out of his employment with Defendants or the Releasees, including but not limited to any claims based on tort, contract (express or implied) or any federal, state or local law, statute or regulation, including, but not limited to any claim under: (i) the Fair Labor Standards Act; the Family and Medical Leave Act; the Consolidated Omnibus Budget Reconciliation Act as amended; the New Jersey Family Leave Act; the Fair Credit Reporting Act; and/or the National Labor Relations Act; (ii) any harassment, discrimination or retaliation claims under Title VII of the Civil Rights Act of 1964, as amended; the Americans With Disabilities Act, as amended; the Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act; the New Jersey Conscientious Employee Protection Act; the New Jersey Equal Pay Act; the New Jersey Law Against Discrimination; the New Jersey Wage Payment Law; and (iii) any other claims for personal injury, penalties, compensatory or punitive damages or attorney's fees, whether pursuant to any other federal, state, or local statute, regulation or ordinance, or state constitution, public policy, and/or common law, including those not specifically listed above. The Parties understand the word "claims" to include all actions, claims, and grievances, whether actual or potential, known or unknown, and specifically but not exclusively all claims arising out of Plaintiff's application for employment, employment with or separation from Defendants. Plaintiff expressly acknowledges that this Agreement is intended to include and does include in its effect all claims which he does not know or suspect to exist in his favor at the time he signs this

Agreement and that this settlement expressly contemplates the extinguishment of all such known or unknown claims against all known and unknown, people, companies or any other legal entity associated with Defendants or Releasees as of the date this Agreement is signed.

(b) Except as provided in Paragraph 7 below, Plaintiff represents that he has not filed with any court, government agency or other tribunal any pending action, complaint, grievance, or arbitration against Defendants or any of the Releasees. Plaintiff further agrees that, except as permitted in Paragraph 7 below, in the event any such action, complaint, grievance or arbitration is filed by him or on his behalf against Defendants or any of the Releasees, he will immediately take all steps necessary to have such action, charge, complaint, grievance or arbitration withdrawn or discontinued with prejudice.

(c) Except as provided in Paragraph 7 below, Plaintiff waives any right to become, and promise not to become, a member of any class in a case in which any claim or claims are asserted against Defendants or any of the Releasees involving any act or event occurring at any time up until the date of Plaintiff's execution of this Agreement. If any claim is brought on behalf of Plaintiff against Defendants or any of the Releasees involving any events occurring before the date of Plaintiff's execution of this Agreement, or if Plaintiff is named as a member of any class in a case in which any claim or claims are asserted against Defendants or any of the Releasees involving any events occurring before the date of Plaintiff's execution of this Agreement, Plaintiff shall, upon notice of same, (a) immediately provide Defendants with written notification of said claim with complete detail of it, (b) withdraw in writing and with prejudice from said claim or class, and (c)

forward a copy of his withdrawal to Defendants, care of Susan L. Swatski, Esq., Hill Wallack LLP, 21 Roszel Rd., Princeton New Jersey 08540.

(d) Subject to the exceptions in Paragraph 7, Plaintiff also agrees that he will not, in any manner, encourage, solicit or persuade any person or entity to pursue claims, charges or actions against Defendants or any of the Releasees and that he will not assist any such person or entity in pursuing any such claims, charges or actions.

7. **Exceptions.** The release contained in Paragraph 6 above does not affect or limit: (i) claims that may arise after the date Plaintiff signs this Agreement; (ii) Plaintiff's right to enforce this Agreement; (iii) Plaintiff's right to receive benefits for occupational injury or illness under the Workers' Compensation Law, or (iv) any other claims that, under controlling law, may not be released by private agreement. In addition, nothing in this Agreement waives or limits Plaintiff's right to file a charge with any governmental agency, or from participating in any investigation or proceeding with such an agency, or from providing information to or assist any such agency in any investigation or proceeding. However, Plaintiff understands and agrees that he may not personally recover monies or any individual relief as a result of any such charge or investigation by virtue of his agreement to the foregoing Release, and expressly waives his right to recover such monies or individual relief, by virtue of any complaint or charge filed against Defendants and/or the Releasees with any governmental board, agency or court.

8. **Confidentiality.** Plaintiff shall maintain the confidentiality of this Settlement Agreement to the fullest extent allowed by New Jersey law; and,

**DISCLAIMER REQUIRED BY NEW JERSEY LAW:  
ALTHOUGH THE PARTIES MAY HAVE AGREED TO  
KEEP THE SETTLEMENT AND UNDERLYING FACTS  
CONFIDENTIAL, SUCH A PROVISION IN AN  
AGREEMENT IS UNENFORCEABLE AGAINST THE  
EMPLOYER IF THE EMPLOYEE PUBLICLY REVEALS**

**SUFFICIENT DETAILS OF THE CLAIM SO THAT THE  
EMPLOYER IS REASONABLY IDENTIFIABLE.**

The Parties agree to not discuss the underlying litigation or negotiations except to state “the matter has been resolved without any admission or determination of any wrongdoing by any party.”

9. **Non-Disparagement.** Plaintiff agrees that neither he, nor anyone acting on his behalf, shall (i) make any derogatory or disparaging statement about Defendants and/or any of the Releasees or the business or any of the services or products of Defendants or any of the Releasees; or (ii) communicate, directly or indirectly, with the press or other media, concerning past or present employees, business services or products of Defendants or the Releasees. Nothing in this Paragraph shall prohibit Plaintiff from testifying truthfully under oath pursuant to lawful subpoena or court order, disclosing the underlying details relating to a claim of discrimination, retaliation or harassment, or from fully and truthfully participating in an investigation or proceeding by any governmental agency.

10. **No Right To Rehire.** Plaintiff acknowledges and agrees that he has no right to be rehired by Defendants or any of the Releasees, and agrees that he will not apply for, seek or accept employment with Defendants or any of the Releasees. Plaintiff further acknowledges and agrees that, should he violate this provision, Defendants and/or the applicable Releasee may immediately terminate his employment pursuant to this Paragraph and that such action shall not be deemed actionable.

11. **Notice of Immunity Under the Defend Trade Secrets Act of 2016.** Notwithstanding any other provision of this Agreement:

(a) Plaintiff will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that:

(1) is made: (i) in confidence to a federal, state, or local government official, either

directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or

(2) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding.

(b) if Plaintiff files a lawsuit for retaliation by Defendants for reporting a suspected violation of law, Plaintiff may disclose Defendants' trade secrets to his attorney and use the trade secret information in the court proceeding if he:

(1) files any document containing the trade secret under seal; and

(2) does not disclose the trade secret, except pursuant to court order.

12. **Entire Agreement, Modification and Severability.** This Agreement (including the Recitals) sets forth the entire agreement between the Parties and fully supersedes any and all prior agreements or understandings, written or oral, between the Parties pertaining to its subject matter. The Parties agree that this Agreement may not be modified, altered or changed except by a written agreement signed by the Parties, and that if any provision of this Agreement is held to be invalid, it shall be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

13. **Enforcement.** The Parties agree that any action which is not consistent with any of the terms or obligations contained in this Agreement shall be deemed a material breach. In addition to any other available remedies for the breach of any provision of this Agreement (none of which are waived by this Agreement), any Party shall have the right to seek specific enforcement of this Agreement, except as to provisions which subsequently may be held invalid or unenforceable. The prevailing party in any action related to a breach of this Agreement shall be entitled to recover his or its reasonable attorneys' fees associated therewith.

14. **Waiver of Right to Jury Trial.** By executing this Agreement, the Parties hereto knowingly and willingly waive any right they have under applicable law to a trial by jury in any dispute arising out of or in any way related to this Agreement or the issues raised by any such dispute.

15. **Miscellaneous.** This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of New Jersey, and shall be interpreted as neutral as between the Parties, without regard to any presumptions, inferences or rules of construction based on the authorship of the Agreement. This Agreement shall be binding upon and inure to the benefit of the respective legal representatives, successors, heirs, and assigns of the Parties hereto to the extent permitted by law. This Agreement may be executed in counterparts, but each counterpart must contain an original signature and all such counterparts together shall constitute one and the same instrument.

16. **PLAINTIFF IS ADVISED THAT PLAINTIFF HAS UP TO TWENTY-ONE (21) CALENDAR DAYS TO CONSIDER THIS AGREEMENT. PLAINTIFF ALSO IS ADVISED TO CONSULT WITH AN ATTORNEY PRIOR TO PLAINTIFF'S SIGNING OF THIS AGREEMENT.**

**PLAINTIFF MAY REVOKE THIS AGREEMENT FOR A PERIOD OF SEVEN (7) CALENDAR DAYS FOLLOWING THE DAY PLAINTIFF SIGNS THIS AGREEMENT. ANY REVOCATION WITHIN THIS PERIOD MUST BE SUBMITTED, IN WRITING, TO SUSAN L. SWATSKI, AND STATE, "I HEREBY REVOKE MY ACCEPTANCE OF OUR AGREEMENT." THE REVOCATION MUST BE EMAILED TO SUSAN L. SWATSKI AT SSWATSKI@HILLWALLACK.COM AND MAILED TO HER ATTENTION AT HILL WALLACK LLP, 21 ROSZEL RD, PRINCETON NEW**

**JERSEY 08540. SUCH MAILING SHALL BE POSTMARKED WITHIN SEVEN (7) CALENDAR DAYS AFTER PLAINTIFF SIGNS THIS AGREEMENT.**

**PLAINTIFF AGREES THAT ANY MODIFICATIONS, MATERIAL OR OTHERWISE, MADE TO THIS AGREEMENT, DO NOT RESTART OR AFFECT IN ANY MANNER THE ORIGINAL UP TO THE TWENTY-ONE (21) CALENDAR DAY CONSIDERATION PERIOD.**

**NOW, THEREFORE**, by signing below, the Parties have executed and agreed to all of the provisions, terms and conditions of this Confidential Settlement Agreement and General Release, freely and voluntarily.

**PLEASE READ CAREFULLY. THIS AGREEMENT IS A LEGAL DOCUMENT AND INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS, INCLUDING, WITHOUT LIMITATION, ALL CLAIMS ARISING UNDER ANY FEDERAL, STATE OR LOCAL LAW, REGULATION, ORDER OR ORDINANCE, OR THE COMMON LAW.**

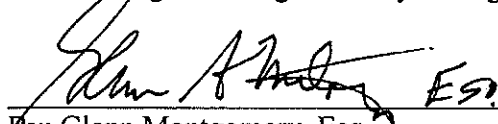
The signatories of the Parties noted below are a representation that they have authority to bind the respective Party for whom they sign. The PARTIES to this Settlement Agreement hereby bind themselves by their signatures:

Acknowledged and Agreed to by Paul DiRupo:

  
\_\_\_\_\_  
Paul DiRupo

Date: 3-30-2023

Acknowledged and Agreed to by Montgomery Fetten, Attorney for Plaintiff

  
\_\_\_\_\_  
By: Glenn Montgomery, Esq.

Date: 3/30/2023

Acknowledged and Agreed to by Richard Kuncken

  
Richard Kuncken

Date: 4/3/2023

Acknowledged and Agreed to by Lenape Valley Regional High School Board of Education

By:   
Name: Richard Kuncken  
Title: Board President

Date: 4/3/2023