

GENERAL RELEASE

THIS GENERAL RELEASE (hereinafter referred to as the "Release") is made and entered into by and between Plaintiffs Frank Amendola and Beverly Amendola (collectively "Plaintiffs," which includes themselves, their legal representatives, agents, heirs and assigns), for the benefit of Defendants Sergeant John Roon, Officer Gregory Garcia, Officer Richard Ornelas, retired Chief of Police Anthony Fernandez, the Wharton Police Department and the Borough of Wharton (hereinafter collectively referred to as "Defendants"), for the following purposes and with reference to the following background.

BACKGROUND

- A. On or about April 18, 2019, Plaintiffs filed suit in the United States District Court, District of New Jersey, Civil Action No. 2:19-cv-10348, alleging various causes of action against Defendants; and
- B. On or about June 6, 2019, Defendants filed an Answer, denying the allegations asserted in the Complaint; and
- C. On or about October 23, 2020, the parties entered into a Consent Order to Dismiss Without Prejudice the Complaint, which was so ordered and filed by Katharine S. Hayden, U.S.D.J.; and
- D. On April 28, 2022, Plaintiffs filed a new Complaint and Jury Demand in the United States District Court, District of New Jersey, Civil Action No. 2:22-cv-02464-JBC against Defendants, alleging various New Jersey and United States constitutional violations; and

- E. Although naming Mine Hill Township as a defendant in the re-filed complaint, Plaintiffs did not serve the complaint upon Mine Hill Township; and
- F. The remaining Defendants filed Answers to the new Complaint and Jury Demand on or about May 2022; and
- G. The remaining Defendants have denied, and continue to deny, any and all liability for all the claims alleged by Plaintiffs and deny that Defendants violated any laws or engaged in any unlawful or wrongful conduct as alleged in the Complaint; and
- H. Whereas the Parties desire to make a full and final resolution of any and all of Plaintiffs' claims against Defendants, 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; and
- I. Whereas Plaintiffs have consulted with their attorney prior to executing this General Release and have had an adequate opportunity to consider the terms of this General Release.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, and intending to be legally bound, the undersigned 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 the Defendants, individually or collectively, of any tortious conduct, or of any violation of any law, common law, or federal, state or local statute or regulation, or of any alleged duty owed by any of the Defendants to Plaintiffs, or of any unlawful or wrongful acts whatsoever by the Defendants. The payment hereunder is made solely to avoid the inconvenience and continued cost of litigation and to resolve completely all of Plaintiffs' claims against each of the Defendants, known or unknown, asserted or unasserted, as more fully detailed in Paragraph 7, below.

2. Cooperation. The parties agree to cooperate fully with each other in connection with any steps required to be taken as part of their obligations under this Release.

3. Withdrawal and Dismissal of Lawsuit and Promise Not to Sue. Plaintiffs understand that the United States District Court District of New Jersey will dismiss their lawsuit as to all Defendants, and Plaintiffs agree not to refile, revive, or reopen this lawsuit in any way. Plaintiffs further agree not to file any other Charges with any state or federal agency against any of the Defendants.

Plaintiffs further agrees that neither they, nor any person, organization, agency, or other entity acting on their behalf, collectively or individually, will file, charge, claim or sue, or cause to be filed, charged, claimed or sued, any other 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 Defendants, including Mine Hill Township, individually or jointly, 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, whether now known or unknown.

Plaintiffs understand and agree that they will not be considered prevailing parties under any statute, common law, or otherwise as a result of this Release.

4. Payment. In exchange for the promises, Releases, and legal releases stated herein, and other good and valuable consideration, Plaintiffs will be paid a lump sum of One Hundred Twenty-Five Thousand Dollars (\$125,000.00) within thirty (30) days from the effective date of this Release. This settlement payment is for alleged, but disputed, bodily injuries and alleged, but disputed, loss of consortium. The parties agree that as set-forth herein, and in Paragraph 5 below, the tax consequences of this payment, if any, are the sole responsibility of the Plaintiffs. The characterization of the settlement payment shall not in any way or any manner limit or otherwise qualify the intent of this Release to be a Full and Complete Settlement of any and all claims and a General Release and Waiver of All Claims as set-forth herein and as specifically set-forth in Paragraphs 6 and 7. The effective date of this Release shall be the date upon which counsel for the Defendants receives Plaintiffs' signed and notarized Release, a W-9 form and a child support search report as to both Plaintiffs from their attorney. Upon Plaintiffs' request, the payment shall be made payable to "Law Offices of Robert D. Kobin, Esq., LLC as attorney for Frank Amendola and Beverly Amendola". It shall be the responsibility of Plaintiffs' counsel to properly distribute the settlement proceeds. It shall further be decided solely by Plaintiffs as to the division of the settlement proceeds

between them, and that Plaintiffs expressly hold Defendants and their counsel harmless as to any dispute which may arise as to the division of the settlement proceeds.

5. Plaintiff's Tax Indemnification. Plaintiffs agree to indemnify and hold their own counsel, as well as the Borough of Wharton, the Individual Defendants, Defendants' attorneys, the Morris County Joint Insurance Fund, and any other insurer or individual involved in this claim or making payment as set forth herein, 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 Plaintiffs fail to properly pay any taxes to which this settlement payment may be subject.

6. Full and Complete Settlement. Plaintiffs agree that the payment described in paragraph 4 will be received by Plaintiffs in full and complete settlement, as more fully detailed in paragraph 7, below, of all known or unknown claims, asserted or unasserted, by Plaintiffs allegedly arising out of any and all conduct or actions of Defendants, individually and/or collectively, as more fully detailed in Paragraph 7, below.

7. General Release and Waiver of all Claims by Plaintiffs. In consideration for the payment and promises described in paragraph 4, Plaintiffs fully releases and forever discharge Defendants and all of Defendants' employers, agents, supervisors, attorneys, legal representatives, servants, insurers, any and all benefit plans, and successors and assigns, and each of them (herein "Released Parties"), of and from any and all claims, actions, causes of action, back pay, front pay, contracts, Releases, 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, expenses, costs, losses liabilities, loss of consortium, 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 "Claim" or "Claims"), through the effective date of this Release, including, but not limited to, any and all discrimination and retaliation claims, and any and all tort Claims or contract Claims or Claims for general damages, and any and all Claims arising under, made, regarding, or involving: any federal, state or local laws or under the common law; violations of any federal, state or local civil rights laws or ordinances; Claims for personal injury, conspiracy, supervisory liability, municipal liability, willful misrepresentation, defamation, wrongful conduct, excessive force, malicious prosecution, false arrest; failure to provide medical assistance, 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 New Jersey Law Against Discrimination; any claims of violation of the United States Constitution, as amended or the New Jersey Constitution, as amended; any and all grievances, or demands for mediation or arbitration, or Claims or demands under the Borough of Wharton and the Released Parties' policies and procedures; and any and all Claims asserted, or which could have been asserted, in a federal court Lawsuit referenced above, including any Claims against any current or former agents, employees, representatives or employers of Defendants.

Plaintiff 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 Defendants, the Borough of Wharton and the individual Released Parties, based on any fact, act, event, or omission, whether now known or unknown, occurring before the effective date of this Release. Plaintiffs understand that they are waiving, releasing and giving up all Claims and rights that he knows about and all Claims and rights that they may not know about.

8. Attorneys' Fees, Costs, and Expenses. Each party shall be responsible solely for its or their own attorneys' fees, costs and expenses. Plaintiffs specifically waive all claims to attorneys' fees, costs, and expenses from the Defendants including all claims for reimbursement to Plaintiffs or their attorneys, agents, or family members, of any attorneys' fees, costs, and expenses incurred or paid, or which were paid on their behalf, either with respect to this litigation, or pertaining to any aspect of the defense of the criminal charges filed with respect to the allegations contained in this complaint..

9. 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.

10. Entire Release. This Release sets forth the entire Release between the parties and fully supersedes any and all prior Releases or understandings between the parties.

11. Plaintiff's Certification. Plaintiffs agree, certify, acknowledge, and represent the following: (a) that they have been and are hereby advised in writing to consult with an attorney of their choice and at their expense, prior to signing this Release; (b) that Plaintiffs have had adequate time and opportunity to review and discuss, and have reviewed and discussed, all of the terms and sections of this Release thoroughly with their attorney; (c) that their attorney has explained this entire Release to Plaintiffs; (d) that Plaintiffs do not waive any rights or claims that may arise after the date this Release becomes effective; (e) that Plaintiffs shall have and was given at least twenty-one (21) days to consider the terms and conditions of this Release before signing it; (f) that Plaintiffs' waiver of Claims and this General Release shall not become effective until the effective date of this Release.

If Plaintiffs decides to sign this Release before the expiration of the 21-day period, Plaintiffs specifically acknowledges that they have 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 Plaintiffs' attorney in the foregoing manner: Lawyers Service.

PLAINTIFFS FRANK AMENDOLA AND BEVERLY AMENDOLA FURTHER INDIVIDUALLY CERTIFY, ACKNOWLEDGE, AND REPRESENT THAT THEY ARE EACH ABLE TO READ AND UNDERSTAND ENGLISH, THAT THEY UNDERSTANDS ALL OF THE PROVISIONS HEREIN, WITH THE ADVICE AND ASSISTANCE OF THEIR ATTORNEY, AND THAT THEY MAKE THIS RELEASE KNOWINGLY AND VOLUNTARILY. PLAINTIFFS ACKNOWLEDGE

THAT THEY, EACH INDIVIDUALLY, HAVE NO PHYSICAL OR MENTAL PROBLEM, CONDITION, OR IMPAIRMENT OF ANY KIND WHICH HAS INTERFERED WITH THEIR INDIVIDUAL ABILITY TO READ AND UNDERSTAND THE MEANING OF THIS RELEASE OR ITS TERMS. PLAINTIFFS REPESENT THAT IN SIGNING THIS RELEASE, THEY ARE NOT RELYING ON ANY PROMISES OR REPRESENTATIONS MADE BY ANYONE OTHER THAN THOSE STATED SPECIFICALLY HEREIN.

12. Full Knowledge. Plaintiffs further warrant, represent, and agree that in signing this Release, they do so with full knowledge of any and all rights which she may have with respect to the Defendants, other Released Parties, or the Lawsuit.

13. Liens. It is further understood that as a condition of this settlement, 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 Plaintiffs, 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. Plaintiffs therefor agree, upon prompt presentation of any such claims and/or liens, to defend the Release Parties against any 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 attorney's fees incurred as a result of any

such lien. Failure to satisfy any such lien shall be considered a breach of this Agreement and Releasor agrees to pay all costs, interest and attorney's fees relative to any such lien.

14. Child Support Search. Prior to the execution of this Agreement, Plaintiffs shall provide Defendants, through their counsel, with a certification and child support judgment search compliant with N.J.S.A. 2A:17-56.23b and agree that the Release proceeds described in this Agreement shall be paid in accordance with N.J.S.A. 2A:17-56.23b and/or other applicable law.

15. Medicare. By executing this Release, Plaintiffs certify that, as of the date of execution of this Release, Medicare has not made any conditional payments to Plaintiffs pertaining to the incident which is the subject matter of this lawsuit. Plaintiffs and Plaintiffs' counsel represent and certify that pursuant to a due diligence investigation there have been no Medicare payments and/or treatment relating to the incident that is the subject of this litigation. By signing this Release, Plaintiffs agree to indemnify and hold harmless Defendants, their insurers, and counsel to the Action in connection with any liabilities or penalties should they be assessed as a result of failure to properly or fully reimburse Medicare, to the extent that such reimbursement is required, and for attorneys' fees and costs associated with defending any enforcement or related action and/or with an action to enforce this provision of the Agreement. Plaintiffs acknowledge that Defendants, their insurance carriers, and their counsel have relied upon these representations in determining to make the Settlement Payment hereunder.

16. Confidentiality. Except as otherwise required by law, the terms of this General Release are strictly confidential. Plaintiffs agree that they shall not disclose to any third party (other than tax advisors and retained counsel) any details regarding the

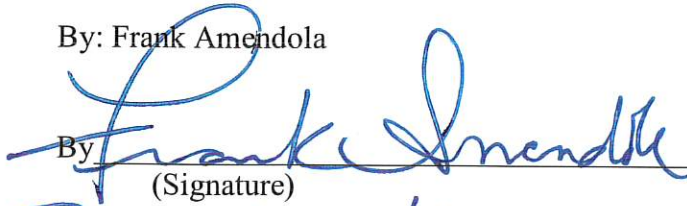
Release or consideration paid except as required by law. This confidentiality provision does not bar such disclosure as may be compelled by court order, subpoena, or other lawful process; for compliance with any federal or other applicable law or regulation.

17. 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.

18. Effective Date. The effective date of this Release shall be the date upon which counsel for the Defendants receives a signed and notarized Release from the plaintiff, a W-9 form and a child support search report from their attorney.

IN WITNESS WHEREOF, and intending to be legally bound, Frank Amendola has executed this General Release as of the dates set forth below.

By: Frank Amendola

By: 
(Signature)

Frank Amendola
(Type or Print Name)

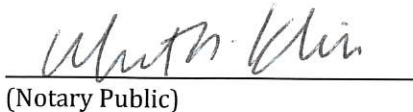
Dated: 3/28/2023

STATE OF NEW JERSEY, COUNTY OF Morris:

I CERTIFY that on 3/28/23, 2023, Frank Amendola 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 or her act and deed.


(Notary Public)

ROBERT D. KOBIN
ATTORNEY-AT-LAW
STATE OF NEW JERSEY
(Raised seal)

IN WITNESS WHEREOF, and intending to be legally bound, Beverly Amendola has executed this General Release as of the dates set forth below.

By: Beverly Amendola

By: 
(Signature)

Beverly to Combs Amendola
(Type or Print Name)

Dated: 3/28/2023

STATE OF NEW JERSEY, COUNTY OF Morris:

I CERTIFY that on 3/28/23, 2023, Beverly Amendola 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 or her act and deed.



(Notary Public)

ROBERT D. KOBIN
ATTORNEY AT LAW
(Raised Seal)
STATE OF NEW JERSEY