

GENERAL RELEASE

THIS GENERAL RELEASE (hereinafter referred to as the "Release") is made and entered into by and between Plaintiffs Monika Solarska-Gnat and Slawomir Maciej Gnat (hereinafter collectively "Plaintiffs," including themselves, their legal representatives, agents, heirs and assigns), for the benefit of Defendants Township of Clark, Clark Township Police Department, Patrol Officer Theodore McKeown, and Lieutenant Antonio Manata (hereinafter collectively referred to as "Defendants"), for the following purposes and with reference to the following background.

BACKGROUND

A. Plaintiffs filed suit in the Union County Superior Court of New Jersey, Law Division, captioned Solarska-Gnat, et al vs. Township of Clark, et al., bearing Docket Number UNN-L-3547-20 (hereinafter the document expressing such suit is referred to as the "Complaint" and the proceeding it commenced is referred to as the "Lawsuit"), alleging various causes of action arising from a motor vehicle pursuit on January 9, 2019.

B. 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

C. 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.

D. 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 tortuous 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, or a declaration against interest. The payment hereunder is made solely to avoid the inconvenience and continued cost of litigation and to resolve completely all of the 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 Union County Superior Court of New Jersey will dismiss their lawsuit as to all Defendants, with prejudice, 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 agree that neither Plaintiff, nor any person, organization, agency, or other entity acting on their behalf, 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, 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 a prevailing party 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 for other good and valuable consideration, Plaintiffs will be paid a lump sum of Five Hundred Thousand Dollars (\$500,000.00) (Two-Hundred Fifty Thousand Dollars (\$250,000.00) for Monika Solarska-Gnat and Two-Hundred Fifty Thousand Dollars (\$250,000.00) for Slawomir Maciej Gnat) within thirty (30) days from the effective date of this Release. This settlement payment is for alleged, but disputed, bodily injuries. 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, without limiting the generality hereof, 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 completed and signed W-9 form, and a child support search report from their attorney. The payment of Five Hundred Thousand Dollars (\$500,000.00) will not be subject to any withholding and will be taxed in the manner of a 1099 form. Upon Plaintiffs' request, the payment shall be made payable to "*Javerbaum Wurgajt Hicks Kahn Wikstrom & Sinins, P.C., as attorneys for Monika Solarska-Gnat and Slawomir Maciej Gnat*". It shall be the responsibility of Plaintiffs' counsel to properly distribute the settlement proceeds.

5. **Plaintiffs' Tax Indemnification.** Plaintiffs agree to indemnify and hold their own counsel, as well as the Township of Clark, Clark Township Police Department, the Individual Defendants, Defendants' attorneys, CB Claims, LLC, and any other insurer involved in this claim or making payment as set forth herein, harmless and shall defend them, of, from and against any and all federal, state, and local tax liabilities, deficiencies, levies, interest, and penalties that may be issued, assessed or asserted 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 and forever release, remise and 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, damages, medical bills, medical liens, health insurance liens, 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 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, wrongful pursuit, wrongful conduct, 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 Township of Clark and the Released Parties' policies and procedures; and any and all Claims asserted, or which

could have been asserted, in the Lawsuit referenced above, including any Claims against any current or former agents, employees, representatives or employers of Defendants.

Plaintiffs hereby specifically waive, release and gives up all Claims and rights, as described in the preceding paragraph, whether now known or unknown, that have or may have arisen, accrued, or been made or asserted, in the Lawsuit or which otherwise they have or may have, against Defendants, the Township of Clark, Clark Township Police Department, or 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 about which they know and all Claims and rights about which they may not know.

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 his, her or their behalf.

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. Plaintiffs' Certification. Plaintiffs agree, certify, acknowledge, represent and warrant the following: (a) they have been and are hereby advised in writing to consult with an attorney of their choice and their expense, prior to signing this Release; (b) that Plaintiffs have had adequate time and ample 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 they do not waive any rights or claims that may arise after the date this Release becomes effective; (e) that they have and were given at least twenty-one (21) days to consider the terms and conditions of this Release before signing it; (f) that their waiver of Claims and this General Release shall not become effective until the effective date of this Release.

If Plaintiffs decide to sign this Release before the expiration of the 21-day period, Plaintiffs specifically acknowledge that they have had sufficient time and opportunity to review and understand the terms of this Release and specifically waive and give 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 MONIKA SOLARSKA-GNAT AND SLAWOMIR MACIEJ GNAT FURTHER INDIVIDUALLY CERTIFY, ACKNOWLEDGE, REPRESENT AND WARRANT THAT THEY ARE ABLE TO READ AND

UNDERSTAND ENGLISH, THAT THEY UNDERSTAND ALL OF THE PROVISIONS HEREIN, WITH THE ADVICE AND ASSISTANCE OF THEIR ATTORNEY, AND THAT THEY MAKE THIS RELEASE KNOWINGLY AND VOLUNTARILY. PLAINTIFFS FURTHER ACKNOWLEDGE THAT THEY HAVE NO PHYSICAL OR MENTAL PROBLEM, CONDITION, OR IMPAIRMENT OF ANY KIND WHICH HAS INTERFERED WITH THEIR ABILITY TO READ AND UNDERSTAND THE MEANING OF THIS RELEASE AND ITS TERMS. PLAINTIFFS REPESENT THAT IN SIGNING THIS RELEASE, THEY DO NOT RELY 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 they may have with respect to the Defendants, other Released Parties, or the Lawsuit.

13. Medicare. By executing this Release, Plaintiffs certify that, as of the date of execution of this Release, Plaintiffs were not and are not recipients of Medicare and/or Medicaid. Plaintiffs and Plaintiffs' Counsel further represent and certify that, pursuant to a due diligence investigation, that neither Medicare nor Medicaid have made conditional payments to either Plaintiff pertaining to the incident which is the subject matter of the Lawsuit. 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 and/or Medicaid, and for attorneys' fees and costs associated with defending any enforcement or related action and/or with an action to enforce this

provision of this Release. Plaintiffs acknowledge that Defendants, their insurance carriers, and their counsel have relied upon these representations in determining to make the Settlement Payment hereunder.

14. **Liens / Outstanding Bills.** By executing this release, Plaintiffs covenant, agree, certify, represent and warrant that they shall pay and hereby guarantee payment of any and all workers' compensation, hospital, medical, and/or any other bills and/or liens (regardless of source) that have been asserted and/or filed, of which they have, or should have, current knowledge, pertaining to the Lawsuit, prior to the distribution of settlement proceeds. By signing this Release, Plaintiffs agree to indemnify, defend and hold harmless Defendants, including without limitation, counsel fees, costs and expenses, 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 pay said bills and/or liens as mentioned above.

15. **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, spouses, 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.

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

18. Condition. The settlement reflected herein is subject to and conditioned upon approval of the Township Council of the Township of Clark.

IN WITNESS WHEREOF, and intending to be legally bound, Monika Solarska-Gnat and Slawomir Maciej Gnat have executed this General Release as of the dates set forth below.

By: Monika Solarska-Gnat

By

(Signature)

(Type or Print Name)

Dated:

STATE OF NEW JERSEY, COUNTY OF Union:

I CERTIFY that on July 6, 2022, Monika Solarska-Gnat 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)

PAULA A. SALERNO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 16, 2025
(Raised seal)

[signature pages follow]

By: Slawomir Maciej Gnat

By Slawomir Gnat
(Signature)

SLAWOMIR GNAT
(Type or Print Name)

Dated: 7/6/2022

STATE OF NEW JERSEY, COUNTY OF Union:

I CERTIFY that on July 6, 2022, Slawomir Maciej Gnat 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.

Paula Salerno
(Notary Public)

PAULA A. SALERNO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 16, 2025
(Raised seal)

[END OF RELEASE]