

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

WHEREAS, Nedd J. Johnson ("Johnson") was employed by the Bridgeton Board of Education ("Bridgeton BOE") as Assistant Superintendent of Schools; and

WHEREAS, subsequent to the termination of his employment with Bridgeton BOE, Johnson initiated a litigation in the Superior Court of New Jersey, Law Division, Docket No. CUM-L-000093-19, against the Bridgeton BOE and Thomasina Jones (the "Litigation"); and

WHEREAS, Johnson and Bridgeton BOE have engaged in settlement discussions and negotiations relating to the resolution of the Litigation; and

WHEREAS, the parties desire to amicably resolve any issues between them by entering into a Settlement Agreement and Release of Claims ("Agreement"); and

WHEREAS, this Agreement is not, and shall not be deemed, an admission by Bridgeton BOE, Thomasina Jones, or Johnson or any of their officers, employees, and/or agents, of a violation of any statute, rule, regulation or law or wrongdoing of any kind; and

WHEREAS, Bridgeton BOE and its owners, officers, employees, and/or agents, and Thomasina Jones have specifically denied violating any statute, rule, regulation or law or engaging in wrongdoing of any kind; and

WHEREAS, the parties acknowledge that this Agreement is a compromise of any and all claims or assertions that they may have against one another either within the Litigation or in any other forum or proceeding, and that they are entering into this Agreement solely to avoid the inconvenience and expense of any protracted proceedings;

NOW THEREFORE, the parties hereto, intending to be legally bound, hereby stipulate and agree as follows:

1. Each reference to Johnson in this Agreement includes Johnson, and his agents, executors, administrators, heirs, beneficiaries, successors and assigns.
2. This Agreement sets forth the full and final settlement and resolution of any and all claims Johnson, the Bridgeton BOE, and/or Thomasina Jones may have against one another for any action and/or omission or allegations that may have been made or could have been made up to the date of the Agreement, including but not limited to those asserted by the parties in the Litigation;
3. For and in consideration of the promises and covenants set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, Johnson knowingly and voluntarily waives, releases, and covenants not to sue or pursue any claims against Bridgeton BOE and its present or former employees, owners, officers, volunteers, servants, agents, attorneys, representatives, predecessors, successors and assigns, and any claims against Thomasina Jones, with respect to any and all claims of any kind or nature whatsoever based upon any action or occurrence that has occurred up to the date of this Agreement, regardless of whether such claims were asserted in any communications provided by Johnson and/or his representatives to Bridgeton BOE or Thomasina Jones, and regardless of whether such claims are now known or are later discovered, including, but not limited to all claims or causes of action which were or might have been asserted in the Litigation or in any civil or administrative action, all rights, claims or causes of actions under any other federal, state, or local law, and all other claims or causes of action (whether at common law or otherwise) arising out of his employment or the conclusion of that employment, with Bridgeton BOE or Rowan University, or his interactions with any employee or representative of

Bridgeton BOE, regardless of whether such claims are now known or are later discovered, including but not limited to any alleged violations of the following:

- The National Labor Relations Act;
- Title VII of the Civil Rights Act;
- Civil Rights Act of 1991;
- Sections 1981 through 1988 of Title 42 of the United States Code;
- The Employee Retirement Income Security Act;
- The Fair Credit Reporting Act;
- The Immigration Reform Control Act;
- The Americans with Disabilities Act;
- The Rehabilitation Act;
- The Fair Labor Standards Act;
- The Occupational Safety and Health Act;
- The Family and Medical Leave Act;
- The Equal Pay Act;
- The Uniformed Services Employment and Reemployment Rights Act;
- Worker Adjustment and Retraining Notification Act;
- Employee Polygraph Protection Act;
- The New Jersey Law Against Discrimination;
- The New Jersey Family Leave Act;
- The New Jersey State Wage and Hour law;
- The New Jersey Conscientious Employee Protection Act;
- The New Jersey Equal Pay Law;

- The New Jersey Occupational Safety and Health Laws;
 - The New Jersey Smokers' Rights Law;
 - The New Jersey Genetic Privacy Act;
 - New Jersey laws regarding political activities of employees, lie detector tests, jury duty, employment protection, consumer reports, and discrimination;
 - Any other federal, state or local civil rights law or any other local, state or federal law, regulation or ordinance;
 - Any public policy, contract (express, written or implied), tort, or common law;
 - Any claims for vacation, sick or personal leave pay or payment pursuant to any practice, policy, handbook or manual of the Bridgeton BOE;
 - Any allegation for costs, fees or other expenses including attorneys' fees; and
4. The Bridgeton BOE hereby expressly and permanently waives any and all rights to seek payment or any other relief from Johnson as sought in the Counterclaim filed on behalf of the Bridgeton BOE in the Litigation.
 5. By signing this Agreement, Johnson hereby expressly and permanently waives any and all rights to obtain reinstatement or rehire in employment or otherwise to contract for his services, whether directly or indirectly, with Bridgeton BOE and/or any of Bridgeton BOE's agencies, affiliates, and/or related companies (collectively "Bridgeton BOE Affiliates" for purposes of this paragraph). Johnson expressly agrees that Bridgeton BOE and/or any of the Bridgeton BOE Affiliates shall be entitled to disregard any application for reemployment Johnson may make in the future, to the extent permitted by law, and Johnson further agrees and warrants that she shall not make any such application for employment.
 6. In consideration for the releases provided herein, Bridgeton BOE shall pay Johnson the sum of \$87,500, by check payable to Nedd Johnson and Richard F. Klineburger,

III, His Attorney (documented on a Form 1099), in full and final settlement of this and any other claims that Johnson has, had, or may have against Bridgeton BOE, including but not limited to claims for compensatory and other damages and/or attorney's fees. Said payment shall be delivered to Johnson's attorneys within ten days of the parties' execution of this Agreement. W-9's shall be executed by any named payees.

7. Within ten days of receipt of the funds described in Paragraph 6, Johnson shall cause to be filed a Stipulation of Dismissal with Prejudice as to the Litigation.
8. Johnson agrees that he will not seek any other payments from Bridgeton BOE or Thomasina Jones beyond those enumerated in this Agreement.
9. Johnson acknowledges and agrees not to disclose the existence or nature of any non-public information and/or confidential information obtained by Johnson during the course of his employment with Bridgeton BOE unless compelled to do so by law.
10. Johnson represents and agrees that the only consideration that he has received or which he will receive for executing this Agreement is that which is set forth in this Agreement.
11. It is further understood and agreed that neither the undersigned nor the parties' attorneys or other representatives, will in any way disclose or publicize, whether it be directly or indirectly, to any third party, or in any news, communications, or electronic media, including but not limited to newspapers, magazines, radio, television, or any social media outlet, the facts or terms and conditions of this Agreement unless required or permitted by law. This paragraph is intended to become part of the consideration for the within settlement.

12. Warranty as to Medicare Involvement. Johnson hereby understands and acknowledges that the Medicare, Medicaid and SCHIP Extension Act of 2007 (the "Extension Act") requires the reporting to designated representatives of Medicare of any settlement in which all future claims are released and the injured party is either a current Medicare beneficiary or has the potential to be eligible for Medicare benefits within thirty months of the settlement. In further consideration of the settlement agreed to herein, Johnson warrants and represents the following:

- Medicare has made no conditional payments for any medical expense or prescription expense on Johnson's behalf related to any events related to the litigation.
- Johnson is not, nor has he ever been a Medicare beneficiary.
- Johnson is not currently receiving Social Security Disability Benefits.
- Johnson has not applied for Social Security Disability Benefits.
- Johnson has not been denied, nor has he appealed from a denial of Social Security Disability Benefits.
- Johnson does not expect to be eligible for Medicare benefits within the next 24 months.
- Johnson is not in End Stage renal failure.
- No liens, including but not limited to liens for medical treatment by hospitals, physicians, or medical providers of any kind have been filed as to any medical condition relating to Johnson.

13. Johnson and Bridgeton BOE agree that this Agreement and its terms shall be governed by, construed and enforced under New Jersey Law, regardless of New

Jersey's choice of law provisions, and that any dispute related to or involving this Agreement will be litigated in the Superior Court of New Jersey, either Law or Chancery Division, Cumberland County.

14. By signing this Agreement, Johnson acknowledges that he has had the opportunity to consult his attorney and that Johnson fully understands the meaning and intent of this Agreement, including but not limited to its binding effect.
15. Johnson and Bridgeton BOE agree that if any provision of this Agreement is declared or determined by any court of competent jurisdiction to be unenforceable or invalid for any reason, the validity of the remaining parts or provisions shall not be affected thereby, and the said part, term or provision declared or determined invalid or unenforceable shall be deemed not to be part of this Agreement.
16. This Agreement may be signed in counterparts and shall be deemed fully executed when all parties have signed the Agreement. The parties agree to accept facsimile/scanned signatures in lieu of original signatures which shall have the same validity and effect of original signatures.
17. Johnson has read and understands the terms of this Agreement and by signing below acknowledges and voluntarily agrees to accept the terms of this Agreement with full knowledge of its significance. Johnson has reviewed and discussed this Agreement with his attorney prior to signing it.
18. Pursuant to The Older Workers Benefit Protection Act (OWBPA) Johnson was given a copy of this Agreement on February 22, 2023. Johnson acknowledges that he has had an opportunity to consult an attorney before signing it and was given a period of at least Twenty One (21) days, or until March 15, 2023, to consider this Agreement.

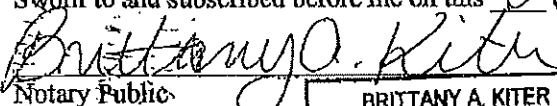
Johnson acknowledges that in signing this Agreement, he relied only on the promises written in this Agreement and not on any other promise made by Bridgeton BOE. Johnson acknowledges that he has seven (7) days to revoke this Agreement after he signs it. This Agreement will not become effective or enforceable until seven (7) days after Bridgeton BOE has received my signed copy of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement intending to be legally bound hereby.



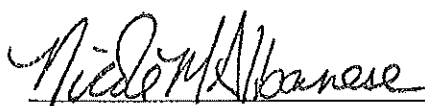
NEDD J. JOHNSON
Dated: March 6, 2023

Sworn to and subscribed before me on this 6 day of March 2023



Notary Public
State of New Jersey

BRITTANY A. KITER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 07/29/2026



Bridgeton Board of Education

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line. Do not leave this line blank.
Richard F. Klineburger, III

2 Business name/disregarded entity name, if different from above.
Klineburger & Nussey

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual sole proprietor or single-member LLC ☐ Corporation ☐ S Corporation ☒ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=Corporation, S=S corporation, P=Partnership) **_____**
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) **_____**

4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3)
Exempt payee code (if any) **_____**
Exemption from FATCA reporting code (if any) **_____**
If payer is a foreign person, check the U.S. **_____**

5 Address (number, street, and apt. or suite no.) See instructions.
38 North Haddon Avenue

6 City, state, and ZIP code
Haddonfield, New Jersey 08033

7 List account number(s) here (optional) **_____**

8 Requester's name and address (optional) **_____**

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

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OR

Employer identification number

4	8	-	1	6	6	3	4	1	1
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition, abandonment, or secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** **Date** **3/7/2023**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (cancelled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What Is Backup Withholding*, later.

**A RESOLUTION OF THE BOARD OF EDUCATION OF THE CITY OF
BRIDGETON EXECUTING A SETTLEMENT AGREEMENT AND RELEASE
OF CLAIMS**

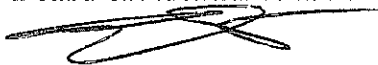
WHEREAS, on February 8, 2019, Nedd J. Johnson ("Johnson") filed suit under docket number CUM-L-93-19 in the Superior Court of New Jersey, including the Bridgeton Board of Education ("Board") as a named Defendant; and

WHEREAS, the parties engaged in settlement discussions and have reached an agreement in lieu of further litigation, including monetary compensation to Johnson.

NOW, THEREFORE, BE IT RESOLVED by the Board of Education for the City of Bridgeton that:

- 1) The Board is authorized to execute the Settlement Agreement and Release of Claims with Johnson; and
- 2) The President, Superintendent and/or other appropriate official is authorized to take all steps to effectuate the terms of this resolution.

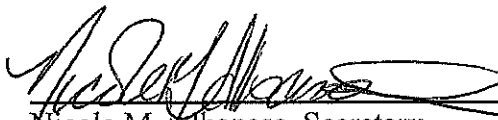
Board of Education of the City of Bridgeton



Erica Williams Mosley, President

CERTIFICATION

The foregoing Resolution was duly adopted at a Meeting of the Board of Education of the City of Bridgeton held on the 14th day of March, 2023.



Nicole M. Albanese, Secretary