

SETTLEMENT AGREEMENT
AND
GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE (hereinafter "this Release") is entered into by and between SHANAE HIGGENBOTHAM, individually and in her capacity as Administratrix Ad Prosequendum of the Estate of KEVIN HIGGENBOTHAM, Deceased (hereinafter "Releasor") and CITY OF TRENTON, TRENTON POLICE CHIEF ERNEST PARREY, OFFICER CARLO CAVALLI, OFFICER SAMUEL GONZALEZ, OFFICER E. RAMOS, SERGEANT JASON KMIEC and its past and present officers, employees and agents (hereinafter "Releasees"), the Releasees insurance carrier and any of its parents, subsidiaries, affiliates, assigns, agents, employees, shareholders and successors, and any/all healthcare and other providers, insured by them for the occurrences settled herein (hereinafter "insurance carrier").

WHEREAS, Releasor has filed a civil action in United States District Court for the District of New Jersey, Trenton Vicinage, Shanae Higgenbotham, et al. vs. City of Trenton, et al., Civil Action No.: 3:17-cv-0434. The Releasor has alleged violations including but not limited to, Excessive Force; Failure to Intervene; NJ Civil Rights Act; Assault & Battery; Negligence; Gross Negligence; Wrongful Death; Survivorship.

WHEREAS, the parties settled all claims and controversies between them, including Releasees claims bearing Civil Action No.: 3:17-cv-0434, and any and all related claims which could have been asserted, whether they are presently known or unknown; and

WHEREAS, Releasees vigorously and wholly denies each and every allegation made by Releasor, and enters into this settlement for reasons other than the merits of Plaintiff's claims, including to avoid the cost of litigation; and

NOW, for and in consideration of the Agreements, covenants and conditions herein contained, the adequacy and sufficiency of which is hereby expressly acknowledged by the parties hereto; it is agreed as follows:

1. **Terms of Settlement**

- a. The Releasees hereby agrees to pay Releasor, SHANAE HIGGENBOTHAM, the total settlement amount of FIVE HUNDRED AND SEVENTY-FIVE THOUSAND DOLLARS and 00/100 (\$575,000.00), said settlement amount being fully and completely inclusive of all attorney's fees and costs incurred by counsel, evaluations, and all related costs and expenses for Plaintiff and interest.

- b. Releasor agrees that, but for this Settlement Agreement and General Release, she would not be entitled to the aforesaid payment and other terms of settlement described in the subsections under this paragraph;
- c. The amount of \$575,000.00 shall be paid by the Releasees in the form of one check made payable to Shanae Higgenbotham and Stanley King, Esquire. Payment shall be made within thirty (30) days upon receipt by Tracy L. Riley, Esquire of Law Offices of Riley & Riley of the following:
 - i. An original of this Settlement Agreement and General Release executed by the Releasor;
 - ii. Approval by the City Council;
 - iii. A signed original of a Stipulation of Dismissal with Prejudice;
 - iv. A signed W-9; and
 - v. A Child Support Judgment Search for Releasor as required by the applicable statute.
- d. Tax Consequences. The Releasor agrees to assume full liability for applicable State, Federal and Local taxes that may be required by law to be paid with respect to any settlement of payment described herein. Releasor further agrees that in the event that the Internal Revenue Service or any other taxing authority deems any tax, interest, penalties or other amounts to be due from Releasees with respect to this settlement, Releasor will fully and completely indemnify the Releasees for any sums the Releasees may be required to pay, including reasonable attorney's fees and costs. It is the intent of the parties that the payment in paragraph 1(a) above will be the Releasees total payments to or for the benefit of the Releasor. Releasor acknowledge and agree that they are solely and completely responsible for any tax obligations, liabilities, or consequences arising out of the execution of this Settlement Agreement and General Release and the payment under paragraph 1. Should it be determined that any portion of the payment described in paragraph 1 is taxable, Releasor shall be solely responsible for same. Releasor further agree that they shall indemnify and hold harmless Releasees for any and all claims, liabilities or consequences arising out of any of their unsatisfied tax obligations or liabilities. Releasor acknowledge that neither Releasees, nor any of their representatives or attorneys, nor Releasor attorney's, have made any promise, representation or warranty, express or implied, regarding the tax consequences of the payment under paragraph 1. Releasor agrees and understands that his attorney has instructed him to consult with an accountant

or other tax professional regarding the tax treatment of the sums paid pursuant to this General Release;

- e. Releasor certifies and warrants to the Releasees that they have no outstanding judgments for child support and that an appropriate judgment search has been conducted. Releasor agrees to provide a copy of said judgment search to the Releasees in accordance with the applicable statute as part of the settlement. In the event Releasor has an outstanding child support judgments, Releasor hereby agrees that he will satisfy all such outstanding judgments out of the proceeds of this settlement and that he will fully and completely indemnify the Releasees for any sums the Releasees may be required to pay, including reasonable attorney's fees and costs, with respect to any such outstanding judgments; and
2. Dismissal of Action: Releasor understands and agrees that Tracy L. Riley, Esquire, of Riley & Riley, counsel for Releasees, will file the executed original of the Stipulation of Dismissal with Prejudice with the United States District Court, District of New Jersey Trenton Vicinage, upon payment of the settlement amount and not before. The Releasor understands and agrees that the terms of the aforesaid dismissal are expressly incorporated by reference within this Settlement Agreement and General Release as if fully set forth herein.
 3. Release in Consideration for the Payment and the Consideration Provided for in This Agreement: Releasor personally and for her estate and/or heirs unconditionally remise, release and give up any and all claims, demands, obligations, damages, including punitive damages, liabilities, causes of action and rights, in law or in equity, known and unknown, that they may have against the Releasees, its officers, agents, representatives and employees (present and former), and its respective successors and assigns, heirs, executors and personal or legal representatives, based upon any act, event or omission occurring before the execution of this Settlement Agreement and General Release including, but not limited to any events related to, arising from, or in connection with Releasors interactions with the Releasees.
 4. Attorney's Fees and Costs: Releasor agrees that no amounts other than the payments to be made pursuant to paragraph 1 of this Settlement Agreement and General Release shall be sought by or owed to Releasor or either of his attorneys in connection with this matter.

5. **No Admission of Liability:** It is expressly understood that neither the execution of the Settlement Agreement and General Release nor any other action taken by the Releasees in connection with Releasors alleged claims or this settlement, constitutes an admission by the Releasees of any violation of any law, duty or obligation, or that any decisions or actions taken in connection with Releasor was unwarranted, unjustified, retaliatory, discriminatory, wrongful or otherwise unlawful. It is further understood that the Releasees have entered into this Settlement Agreement and General Release for reasons other than the merits of Releasors claims including to avoid the cost of litigation and that Releasees specifically denies any liability to Releasors or to any other person.
6. **Entire Agreement:** This Release contains the sole and entire Settlement Agreement and General Release between the parties hereto and fully supersedes any and all prior Agreements and understandings pertaining to the subject matter hereof. Releasor represents and acknowledges that, prior to executing this Settlement Agreement and General Release, they consulted with their attorneys, had ample time to do so, obtained the advice of counsel prior to making the decision to execute the Settlement Agreement and General Release, and the Releasor has not relied upon any representation or statement not set forth in this Settlement Agreement and General Release made by any other party thereto, or their counsel or representatives, with regard to the subject matter of this Settlement Agreement and General Release. No other promises or Agreements shall be binding unless in writing, signed by the parties hereto, and expressly stated to represent an amendment to this Settlement Agreement and General Release.
7. **Liens - Indemnity and Hold Harmless** - Releasor agrees and represents that any and all Medicare, Social Security, hospital, medical insurance coverage subrogation claims and/or any and all other types of liens or interest that are and/or could be claimed by any person and/or entity, have been or will be fully paid, satisfied and released from the settlement proceeds paid herein, or that the settlement proceeds will be held in trust, unless and until such time as said liens and/or claims have been fully paid, satisfied or released.

In this regard, Releasor agrees to indemnify and hold harmless, Releasees, any and all of its insurance carriers, attorneys and all others in privity with it, from any claim by, through and/or under Plaintiff including, but not limited to, any direct claim by Medicare and/or Social Security for reimbursement of any funds paid by them in any way relating to the injuries and claims arising for the allegations contained in the complaint.

Releasor further agrees to hold harmless and indemnify Releasees from any cause of action, including but not limited to, an action to recover or recoup legal fees and costs, welfare or related benefits which are applicable to, or are sought to be applied to, any aspect of this settlement.

8. Future Medical Expenses: It is not the intention of any party to this agreement to shift responsibility of future medical expenses to the Federal Government. It is the parties' intention to comply with the Medicare Secondary Payer Act (42 U.S.C. §1395y(b)) as amended and the relevant regulations contained in C.F.R. §411.

After considering the parties' obligations according to the aforementioned statute and regulations, the parties agree that there is no risk of shifting future medical expenses to Medicare/Medicaid because the Plaintiff hereby acknowledges that no further medical treatment is needed, warranted, or required with regard to any alleged injuries sustained or arising out of this claimed incident, occurrence, or claim.

Taking into account the various factors of this claim including the Releasors alleged injuries, no portion of this settlement is allocated for future medical expenses and is, therefore, not a settlement contemplated by the Medicare Secondary Payer Act.

The parties, in good faith, do not believe that Medicare/Medicaid may incur any expense in the future related in any way to the claims asserted in this matter or subject to this agreement, and any expense that Medicare/Medicaid may incur in this matter is too remote to calculate or reasonably foresee at the time of settlement.

In addition, any future medical treatment relating to body parts allegedly injured, sustained or arising out of this claimed incident, occurrence, or claim, or expenses incurred by the Releasor for like or similar injuries, are the sole responsibility of the Releasor.

9. No Claims Permitted/Covenant Not to Sue: Releasor waives his right to file any charge or complaint on their own behalf and/or to participate as a complainant, a Plaintiff, or charging party in any charge or complaint which may be made by any other person or organization on their behalf, with respect to anything which has happened up to the execution of this Settlement Agreement and General Release before any Federal, State or Local Court or Administrative Agency against the Releasees. Should any charge or

complaint be filed, Releasor agree that she will not accept any relief or recovery therefrom. Releasor confirms that no such charge, complaint or action exists in any forum or form other than the Complaint bearing Civil Action No.: 3:17-cv-0434, and covenant not to file any charge, complaint or action in any forum or form against the Releasees based upon anything which is encompassed by the terms of this Agreement. Except as prohibited by law, in the event that any such charge, complaint or action is filed by Releasor, it shall be dismissed with prejudice upon presentation of this Agreement and Releasor shall reimburse the Releasees for the cost, including attorney's fees, of defending any such action.

10. No Cooperation/Participation: Releasor covenants and agrees that they will not provide information or consulting advice or counsel to, or otherwise cooperate with or assist in any manner, any entity or person seeking to assert any cause of action, charge or any claim whatsoever against the Releasees unless compelled to do so by force of law or subpoena, with respect to any matter that is the subject of this action.
11. No Assignment: No party to this Agreement may assign any of its benefits or delegate any of its duties thereunder without the express written consent of all other parties evidenced by a duly authorized and executed written instrument.
12. REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

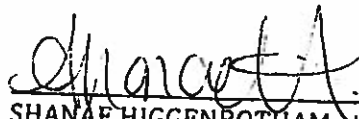
BY SIGNING THIS AGREEMENT, SHANAE HIGGENBOTHAM, STATES THAT:

- SHE HAS READ IT;
- SHE UNDERSTOOD IT AND KNOWS THAT SHE IS GIVING UP IMPORTANT RIGHTS AND SHE IS GIVING UP ANY SUCH RIGHTS OR CLAIMS IN EXCHANGE FOR PAYMENT TO WHICH SHE WAS NOT ALREADY ENTITLED;
- SHE AGREES TO ABIDE BY ALL OF THEIR OBLIGATIONS IN SAID AGREEMENT;
- HER ATTORNEYS NEGOTIATED THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE WITH HER KNOWLEDGE AND CONSENT;
- SHE HAS BEEN ADVISED TO CONSULT WITH HER ATTORNEY PRIOR TO EXECUTING THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE, AND HAVE, IN FACT, DONE SO; AND
- SHE HAS SIGNED THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE KNOWINGLY AND VOLUNTARILY.

IN WITNESS WHEREOF, Releasor has hereunto signed this Release the day and year below written:

Dated:

3/29/23


SHANAE HIGGENBOTHAM

WITNESSED BY:

