

GENERAL RELEASE
(No Medicare Involvement)

I. Consideration and Release of Claims

For the sole consideration of Five Thousand Two Hundred Fifty Dollars (\$5,250.00), the receipt and sufficiency of which is hereby acknowledged, the undersigned Richard Webster ("Releasing Party"), intending to be legally bound, releases and forever discharges the Township of Montclair and the Garden State Municipal Joint Insurance Fund ("Insurer"), and any other person, partnership, firm, corporation or other entity charged or chargeable with responsibility or liability and their heirs, executors, administrators, agents, insurers and assigns, and in case of corporations, all of its parents, subsidiaries, and affiliates, and its or their predecessor or successor corporations, and its or their former and current directors, officers, employees, agents, insurers and attorneys (collectively referred to as the "Released Parties") none of whom admit any liability to the Releasing Party but all expressly deny any liability, from any and all debts, claims, demands, damages, actions, causes of action or suits and liabilities of any kind or nature whatsoever including any claim for contribution or indemnity made or arising through the date of this Release, and particularly on account of those claims memorialized as against the Township of Montclair in a lawsuit filed in the Superior Court of New Jersey and subsequently removed to United States District Court as Civil Case No: 21-cv-20493 naming Releasor, Richard Webster as plaintiff and related to his contact with Township of Montclair law enforcement, including his arrest, on the overnight of November 12, 2019 at or about 30 Park Street in the Township of Montclair it being understood that Releasor has voluntarily dismissed with prejudice all claims memorialized in his Complaint as against the named defendant Township of Montclair Police Officers, Steven Mateo, Michael Kupchak, Christopher Adams and Brandon Taylor, who are expressly understood to be non-settling parties to the action.

II. Warranty as to Medicare Involvement

The Releasing Party 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 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, the Releasing Party warrants and represents to the Released Parties, TPA, Insurer and their attorneys the following:

- Medicare has made NO CONDITIONAL PAYMENTS for any medical expense or prescription expense on my behalf related to the Occurrence.
- I am not, nor have I ever been a Medicare beneficiary.
- I am not currently receiving Social Security Disability Benefits.
- I have not applied for Social Security Disability Benefits.
- I have not been denied, nor have I appealed from a denial of Social Security Disability Benefits.
- I do not expect to be eligible for Medicare benefits within the next 30 months.
- I am 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 for the treatment of injuries sustained in the Occurrence.

III. Other Terms

The Releasing Party hereby acknowledges and agrees that she will satisfy from these proceeds any liens associated with the Occurrence and she is solely responsible and liable for satisfaction of all liens and/or subrogation claims arising out of this Occurrence and that she will defend, indemnify and hold harmless the Released Parties should any claim be asserted against the Released Parties or their attorney(s) who are relying upon this representation.

This release shall be binding upon the Releasing Party and her successors, assigns, heirs, executors, administrators and legal representatives.

The Releasing Party hereby declares that the terms of this settlement have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromised settlement of any and all present and future claims, disputed or otherwise, on account of the injuries and damages above mentioned, and for the express purpose of precluding forever any further or additional claims arising out of the aforesaid occurrence or incident.

The Releasing Party further states that the foregoing release has been read carefully and the contents are known and this release is signed as my/our own free act and deed as the Releasing Party intends to be bound by its terms and conditions.

*** CAUTION. READ BEFORE SIGNING. THIS IS A RELEASE. ***

IN WITNESS WHEREOF,

I have hereunto set my/our hands and seals this 3rd day of February, 20 23.

Signature of Witness #1

Printed Name of Witness #1

Ruth Kunstadter

Address of Witness #1

Signature of Witness #2

Printed Name of Witness #2

KEVIN A BERSON

Address of Witness #2

Signature of Releasing Party #1

Printed Name of Releasing Party #1

Richard Webster

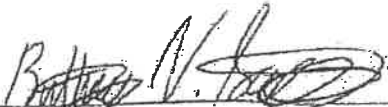
Address of Releasing Party #1

Signature of Releasing Party #2

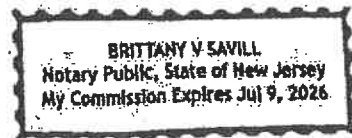
Printed Name of Releasing Party #2

Address of Releasing Party #2

Subscribed and sworn to before me by Richard Webster, this 3rd day of February, 2023.


Notary Public

My Commission Expires: 7/9/26



General Release
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Attorney I.D. No: 031451982
WEINER LAW GROUP LLP
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Parsippany, NJ 07054-0438

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Attorneys for defendants, Township of Montclair, Steven Mateo, Michael Kupchak, Christopher Adams and Brandon Taylor

Our File No: 88955

2578016v1 88955 stip of vol dismissal officers s/b 1-5-2013

RICHARD WEBSTER,

Plaintiff,

v.

TOWNSHIP OF MONTCLAIR, STEVEN
MATEO, MICHAEL KUPCHACK,
CHRISTOPHER ADAMS and BRANDON
TAYLOR,

Defendants.

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

Civil Action No: 2:21-cv-20493-SDW-MAH

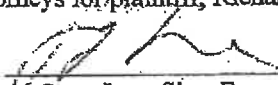
**STIPULATION OF
VOLUNTARY DISMISSAL
WITH PREJUDICE**

The matter in difference in the above entitled action having been amicably adjusted by and among the parties, it is hereby stipulated and agreed that all claims of plaintiff, Richard Webster as pled in the above captioned action as against the named defendants, Steven Mateo, Michael Kupchack, Christopher Adams and Brandon Taylor, be and hereby are voluntarily dismissed with prejudice, and without costs to any party.

Sim & DePaola, LLP
Attorneys for plaintiff, Richard Webster

Date:

By:


Sang Joon Sim, Esq.

WEINER LAW GROUP LLP
Attorneys for defendants, Township of
Montclair Officers Steven Mateo,
Michael Kupchack, Christopher Adams
and Brandon Taylor

Date:

By:


Alan J. Baratz, Esq.

Attorney LD. No: 031451982
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Phone: (973) 403-1100 Fax: (973) 403-0010

Attorneys for defendants, Township of Montclair, Steven Mateo, Michael Kupchak, Christopher Adams and Brandon Taylor

Our File No: 88955

2578012V1 88955 stip of dismissal with prejudice

RICHARD WEBSTER,

Plaintiff,

v.

TOWNSHIP OF MONTCLAIR, STEVEN
MATEO, MICHAEL KUPCHACK,
CHRISTOPHER ADAMS and BRANDON
TAYLOR,

Defendants.

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

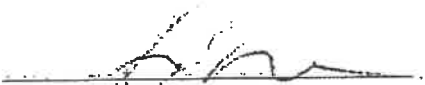
Civil Action No: 2:21-cv-20493-SDW-MAH

**STIPULATION OF
DISMISSAL WITH
PREJUDICE**

The matter in difference in the above entitled action having been amicably adjusted by and among the parties, it is hereby stipulated and agreed that the Complaint as pled against defendant, Township of Montclair, be and hereby is voluntarily dismissed with prejudice, and without costs to either party.

Sim & DePaola, LLP
Attorneys for plaintiff, Richard Webster

Date:

By: 
Sang-Joon Sim, Esq.

WEINER LAW GROUP LLP
Attorneys for defendant, Township of
Montclair

Date:

By: _____
Alan J. Baratz, Esq.