

Prepared by:
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Our File No. 5876-063

SETTLEMENT AGREEMENT & GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE (hereinafter "Agreement") is made by and between [REDACTED] by her parent and guardian [REDACTED] (hereinafter "Plaintiffs"), the Toms River Regional Schools Board of Education (hereinafter "Defendants"), and Certain Underwriters/Brit Global Specialty (indemnitor of the Toms River Regional Schools Board of Education). The signatories may be referred to as "the Parties."

RECITALS

WHEREAS, the Plaintiffs filed a Complaint against the Defendants in the Superior Court of New Jersey, Law Division; Ocean County under Docket Number OCN-L-585-17 (hereinafter "Lawsuit"); and

WHEREAS, the Defendants filed an Answer to the Plaintiffs' Complaint denying the allegations; and

WHEREAS, the Parties have agreed to settle the disputes relating to Plaintiffs' cause of action under the New Jersey Law Against Discrimination, which form the basis for the Lawsuit, and in accordance with the terms and conditions set forth in this Agreement and without any admissions of liability as to the allegations in the Action, and to fully and finally settle all of their claims against each other, including those asserted and not asserted in the lawsuit, and all other actions and claims, which the Parties, have, had, or may have against each other up to the date of

this Agreement; and

NOW, IN CONSIDERATION of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. The Settlement Payment. The Defendants shall pay to the Plaintiffs the sum of Seventy Thousand Dollars (\$70,000.00) within forty-five (45) days from the date that this Agreement is fully executed. Said amount shall be made payable to [REDACTED]
[REDACTED]

2. Dismissal With Prejudice. Plaintiffs agree to dismiss the Complaint against Defendants with prejudice and any and all charges, complaints, claims, claims for attorneys' fees, applications and appeals relating to the Lawsuit entitled [REDACTED] by [REDACTED] parent and guardian, [REDACTED] v. TOMS RIVER REGIONAL SCHOOL DISTRICT and JOHN DOES 1-5 AND 6-10" filed in the Superior Court of New Jersey, Law Division, Ocean County, Docket No. OCN-L-585-17 will be dismissed. The Parties acknowledge that the settlement of the Lawsuit is contingent upon forgoing the continuation of this, or any, litigation of any and all pending claims between these Parties, which arise out of events which have transpired before and up to and including the date of the execution of this Agreement.

In connection with this provision, as a material term of the Agreement herein, the Parties agree to take whatever steps that shall be necessary in order to have the claims against Defendants in the Lawsuit dismissed with prejudice including executing and filing with the Court the Stipulation of Dismissal With Prejudice, a form of which is attached hereto as "Exhibit A."

3. Breach. Any party found in breach of this Agreement shall be liable for any and all damages incurred as a result of such breach.

4. Release. It is hereby understood and agreed that Plaintiffs, for and in consideration of the payment of monies, release of claims, and/or other consideration set forth herein, does hereby irrevocably and unconditionally release and forever discharge for himself, his representatives, and assigns, Defendants and any related entities, and any and all of their predecessors, successors, assigns, agents, employees, members, and representatives and each of their employees, attorneys, agents, and all persons acting by, through, under, or in concert with them, and all of their executors, administrators, successors, assigns, agents, and representatives, of and from all manner of action(s), cause(s) of action, and suit(s), including, but not limited to, any claims for assault; battery; breach of contract; false imprisonment; fraud or misrepresentation; representing Plaintiff(s) in a false light; defamation; slander; libel; invasion of privacy; intentional or negligent infliction of emotional distress; harassment, intimidation, and/or bullying ("HIB"); any and all claims which may relate to failure to provide a free and appropriate public education and/or failure to properly administer any IEP while their child/children was/were enrolled at Toms River Regional Schools; breach of the covenant of good faith and fair dealing; promissory estoppel; negligence; negligent supervision/hire; wrongful termination of employment; violation of public policy and any violations of the American with Disabilities Act; the Conscientious Employee Act; the New Jersey Law Against Discrimination; the Employee Retirement Income Security Act; the Equal Pay Act; the Worker Adjustment Retraining Notification Act; the National Labor Relations Act; the Older Workers Benefit Protection Act; the New Jersey Family Leave Act; the Federal Family and Medical Leave Act; the Age Discrimination Act; Title VII of the Federal Civil Rights Act; and Section 181 of the Federal

Civil Rights Act; or any other federal, state, or local laws based on protected class status, including but not limited to age, race, color, sex, marital status, national origin, religion, disability, perceived disability; illness, sexual orientation or preference, gender identity, protected leave status, and any and all other claims for unlawful discrimination, which, in any manner, relate to Plaintiffs' association with, interaction with and/or allegedly being affected by Releasees, including any claims for entitlement to loss of wages, loss of income, loss of profits, medical expenses, claims for attorney's fees, interest, expenses and costs, which Plaintiffs ever had, now has, or asserts, or may assert, for, upon or by reason of as to all matters, claims and controversies which were asserted or at issue or could have been asserted against Defendants in the Lawsuit for anything that has happened up to the date this Agreement is executed by Plaintiffs.

5. No Additional Claims. Plaintiffs do hereby covenant and promise that he will not hereafter file or cause to be filed on her behalf any charge, complaint, legal or administrative action of any nature before any court or administrative agency to assert any claim against Defendants arising out of the claims asserted in the Lawsuit, except as may be necessary to enforce this Agreement.

6. Satisfaction of Lien. Plaintiffs further acknowledge that all claims for wages and medical expenses, paid or unpaid, and/or liens asserted for wages and medical expenses, paid or unpaid, will be satisfied from the proceeds of this Agreement.

7. Medicare. Plaintiffs declare and expressly warrants that they are not Medicare eligible nor within thirty (30) months of becoming Medicare eligible; is not 65 years of age or older, and is not appealing a denial of Social Security benefits. Relying on these representations, no Medicare Set Aside Allocation ("MSA") is being established. In the event that this

information is false or in any way incorrect, Releasor expressly warrants and agrees that said liens will be his responsibility and will be paid from these settlement proceeds with nothing further to be sought from Releasees.

8. No Admissions. This Agreement does not constitute an admission by Defendants of any wrongful action or violation of any Federal or State statute, rule, regulation, policy, procedure, local law, or common law rights, or of any other possible or claimed violation of law or rights. The Defendants specifically deny any wrongful action or conduct.

9. No Assignment. Plaintiffs represent that they have not assigned to any third party any claim that Plaintiffs have, may have, or believes he may have against Defendants.

10. Non-Disparagement. In further consideration of the above, the Parties agree and promise that they shall not, in any manner whatsoever, make any disparaging remarks or comments whatsoever about each other and/or any of their current or former employees, officers, and/or directors, and/or board members, and/or their work, services, or otherwise take any action that would adversely affect their personal or professional reputations.

11. Confidentiality. This Agreement, all of the terms and information contained herein, all of the negotiations leading to it, all of the communications generated pursuant to it, including any and all communications either written, oral, or electronic, concerning the settlement of the Lawsuit, whether made during the lawsuit or after the filing of the lawsuit, shall be kept strictly confidential by Plaintiffs and Defendants, and shall not be disclosed to any person, corporation or other entity not a party to this Agreement, except as follows:

A. As permissible or allowable under Federal or State law (including the reporting of income to any relevant taxing authorities);

B. In response to a judicial Order (including a subpoena) compelling

disclosure, or upon mutual agreement of the Parties hereto;

C. In response to a valid Open Public Records Act request served upon the
Toms River Regional Schools Board of Education;

D. To parent, subsidiary, affiliate, associated, or parent companies of the
Parties and their counsel who shall be bound by the terms and conditions hereof;

E. To insurers of any party, who shall be bound by the terms and conditions
hereof; and

F. To auditors of or accountants or counsel or tax advisors to any party upon
their request, who shall be bound by the terms and conditions hereof.

The Parties further agree that the confidentiality of this Agreement constitutes good and valuable consideration for the Agreement. The Parties shall cooperate to protect the confidentiality of this Agreement. Plaintiffs acknowledge and agree that they shall not in any way disclose or disseminate the terms and conditions of this Agreement on any social media platforms or applications, including but not limited to, Facebook, MySpace, LinkedIn, Google Plus, Pinterest, Tumblr, Reddit, Flickr, YouTube, Twitter, Instagram, and/or SnapChat. The Parties understand and agree that this is an important and material part of the Agreement. If asked about the Lawsuit, the Parties shall respond that it has been either "concluded," or "settled" or "resolved to the satisfaction of all Parties." The Parties shall not provide any further information.

12. Binding on the Parties. This Agreement shall be binding upon and inure to the benefit of the Plaintiffs and Defendants only and any of their respective heirs, legal or personal representatives, employees, officers, directors, successors, and assigns.

13. Binding Law. This Agreement shall be construed in accordance with the laws of

the State of New Jersey.

14. No Third-Party Beneficiaries. This Agreement is intended to confer rights and benefits only on the Parties. Nothing in this Agreement is intended to give nor shall it give to anyone who is not named as Party to this Agreement.

15. Entire Agreement. The terms and conditions contained herein constitute the entire Agreement among the Plaintiffs and Defendants with respect to the settlement of the Lawsuit. The Parties acknowledge and agree that in executing this document, they have not relied upon any statement, promise or representation, oral or written, not set forth herein. This Agreement contains the entire Agreement between the Parties as to settlement of their disputes. No amendment, modification, or addendum to this Agreement shall be effective unless in writing and dated subsequent to the date hereof and executed by the individuals and the duly authorized officers of the respective Parties. The requirement for such a writing shall apply to any waivers of the requirement of a written modification pursuant to this Paragraph and this shall be deemed an essential term of the Agreement.

16. Severability. Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity and enforceability of the remaining parts, terms or provisions shall not be affected thereby and said illegal, unenforceable, or invalid part, term, or provisions shall be deemed not to be part of this agreement.

17. Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing and delivery shall be deemed to have been made (1) three (3) business days following the date when such notice is deposited in first-class U.S. Mail, postage prepaid and simultaneously sent by Certified U.S. Mail, postage prepaid, return

receipt requested, or (ii) the business day following the date when such notice is deposited with any nationally-recognized overnight courier service to the Party and his/her counsel.

18. Inadmissibility of Agreement. This Agreement has been entered into in reliance upon the provisions of Rule 408 of the New Jersey Rules of Evidence, which precludes the introduction of evidence regarding settlement negotiations in any legal proceeding. Evidence relating to the negotiation, terms, or facts of this Agreement shall not be admissible by Plaintiffs or Defendants in any legal proceeding except to enforce the terms of this Agreement.

19. Authorization to Execute. The signatories of this Agreement represent that they are fully authorized to execute this Agreement and that all formalities attendant to the execution of this Agreement have been satisfied.

20. Voluntary Execution. The signatories of this Agreement acknowledge that they have carefully read and fully understand all of the terms of this Agreement, including the general release contained herein, and that the Parties have had a reasonable amount of time to consider the terms of this Agreement, and they enter into this Agreement knowingly and voluntarily and with the advice of counsel.

21. Captions. Any captions to paragraphs or subparagraphs of this Agreement are provided solely for the convenience of the Parties. They do not constitute and shall not be construed to constitute part of this Agreement and shall not be used as an aid in the interpretation of the Agreement or the contracting intent of the Plaintiffs and Defendants.

22. Counterparts. The Parties may execute this Agreement in separate counterparts, each of which as so executed and delivered shall be deemed an original, but all of which taken together shall constitute one and the same Agreement.

23. Strict Adherence. The failure of the Parties to insist upon strict adherence to

any of the terms of this Agreement on any occasion shall not be considered a waiver thereof or deprive that party of the right thereafter to insist upon strict adherence to that term or another term of this Agreement.

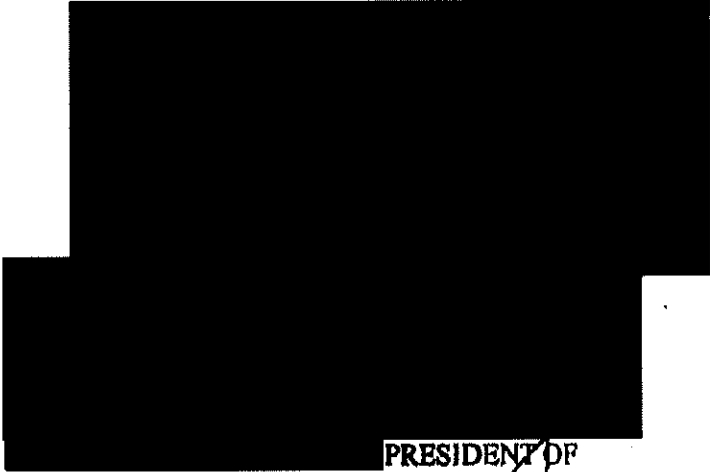
24. No Waiver of Breach. The waiver of any provision of this Agreement shall not be construed to operate as a waiver of any subsequent breach.

25. Further Documents. The Parties agree to execute and deliver any and all further documents which may be required to effectuate this Agreement.

26. Effective Date. This Agreement will become effective on the date on which the Parties have executed this Agreement.

DATE: 10/22/18

DATE:



PRESIDENT OF
TOMS RIVER REGIONAL SCHOOLS
BOARD OF EDUCATION, Defendants

Prepared by:

Ronald E. Prusek, Esq. Attorney ID No. 004441974

Peter M. Draper, Esq. Attorney ID No. 012112012

CARLUCCIO, LEONE, DIMON, DOYLE & SACKS, L.L.C.

9 Robbins Street

Toms River, NJ 08753

732-797-1600

Attorneys for Defendant Toms River Regional Schools Board of Education and

Our File No. 5876-051

SETTLEMENT AGREEMENT & GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE (hereinafter "Agreement") is made by and between [REDACTED] on behalf of their child, [REDACTED]

(a minor) (hereinafter "Plaintiffs") and the Toms River Regional Schools Board of Education,

[REDACTED] (hereinafter "Defendants"), and AmeriTrust Group, Inc.

(indemnitor for both the Toms River Regional Schools Board of Education and [REDACTED])

[REDACTED] The signatories may be referred to as "the Parties."

RECITALS

WHEREAS, the Plaintiffs, who are the parents and natural guardians of their child, [REDACTED] filed a Complaint against the Defendants in the Superior Court of New Jersey, Law Division: Ocean County under Docket Number OCN-L-3039-15 (hereinafter "Lawsuit"); and

WHEREAS, the Defendants filed an Answer to the Plaintiffs' Complaint denying the allegations; and

WHEREAS, the Parties have agreed to settle the disputes relating to Plaintiffs' causes of action for assault, battery, false imprisonment, infliction of emotional distress, and discrimination, which form the basis for the Lawsuit, and in accordance with the terms and conditions set forth in this Agreement and without any admissions of liability as to the allegations in the Action, and to fully and finally settle all of their claims against each other,

including those asserted and not asserted in the lawsuit, and all other actions and claims, which the Parties, have, had, or may have against each other up to the date of this Agreement; and

NOW, IN CONSIDERATION of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. The Settlement Payment. Defendant Toms River Regional Schools Board of Education, on behalf of itself and its employee [REDACTED] shall pay to the Plaintiffs the sum of Three Hundred Twenty Thousand Dollars (\$320,000.00) within forty-five (45) days from the date that this Agreement is fully executed. Said amount shall be made payable as follows:

a. A check in the amount of \$83,869.73, made payable to "McOmber & McOmber, P.C., Attorney Trust Account."

b. A check in the amount of \$236,130.27, made payable to [REDACTED] a minor."

2. Dismissal With Prejudice. Plaintiffs agree to dismiss the Complaint against all Defendants with prejudice and any and all charges, complaints, claims, claims for attorneys' fees, applications and appeals relating to the Lawsuit entitled [REDACTED] as the natural parents and guardians of [REDACTED] v. TOMS RIVER REGIONAL SCHOOLS BOARD OF EDUCATION and [REDACTED] filed in the Superior Court of New Jersey, Law Division, Ocean County, Docket No. OCN-L-3039-15 will be dismissed. The Parties acknowledge that the settlement of the Lawsuit is contingent upon forgoing the continuation of this, or any, litigation of any and all pending claims between these Parties, which arise out of events which have transpired before and up to and including the date of the execution of this

Agreement.

In connection with this provision, as a material term of the Agreement herein, the Parties agree to take whatever steps that shall be necessary in order to have the claims against Defendants in the Lawsuit dismissed with prejudice including executing and filing with the Court the Stipulation of Dismissal With Prejudice, a form of which is attached hereto as "Exhibit A."

3. Breach. Any party found in breach of this Agreement shall be liable for any and all damages incurred as a result of such breach.

4. Release. It is hereby understood and agreed that Plaintiffs, for and in consideration of the payment of monies, release of claims, and/or other consideration set forth herein, does hereby irrevocably and unconditionally release and forever discharge for himself, his representatives, and assigns, Defendants and any related entities, and any and all of their predecessors, successors, assigns, agents, employees, members, and representatives and each of their employees, attorneys, agents, and all persons acting by, through, under, or in concert with them, and all of their executors, administrators, successors, assigns, agents, and representatives, of and from all manner of action(s), cause(s) of action, and suit(s), including, but not limited to, any claims for assault; battery; breach of contract; false imprisonment; fraud or misrepresentation; representing Plaintiff(s) in a false light; defamation; slander; libel; invasion of privacy; intentional or negligent infliction of emotional distress; harassment, intimidation, and/or bullying ("HIB"); any and all claims which may relate to failure to provide a free and appropriate public education and/or failure to properly administer any IEP while [REDACTED] was an enrolled student at Toms River Regional Schools; breach of the covenant of good faith and fair dealing; promissory estoppel; negligence; negligent supervision/hire; wrongful termination of

employment; violation of public policy and any violations of the American with Disabilities Act; the Conscientious Employee Act; the New Jersey Law Against Discrimination; the Employee Retirement Income Security Act; the Equal Pay Act; the Worker Adjustment Retraining Notification Act; the National Labor Relations Act; the Older Workers Benefit Protection Act; the New Jersey Family Leave Act; the Federal Family and Medical Leave Act; the Age Discrimination Act; Title VII of the Federal Civil Rights Act; and Section 181 of the Federal Civil Rights Act; or any other federal, state, or local laws based on protected class status, including but not limited to age, race, color, sex, marital status, national origin, religion, disability, perceived disability; illness, sexual orientation or preference, gender identity, protected leave status, and any and all other claims for unlawful discrimination, which, in any manner, relate to Plaintiffs' association with, interaction with and/or allegedly being affected by Releasees, including any claims for entitlement to loss of wages, loss of income, loss of profits, medical expenses, claims for attorney's fees, interest, expenses and costs, which Plaintiffs ever had, now has, or asserts, or may assert, for, upon or by reason of as to all matters, claims and controversies which were asserted or at issue or could have been asserted against Defendants in the Lawsuit for anything that has happened up to the date this Agreement is executed by Plaintiffs.

5. No Additional Claims. Plaintiffs do hereby covenant and promise that he will not hereafter file or cause to be filed on her behalf any charge, complaint, legal or administrative action of any nature before any court or administrative agency to assert any claim against Defendants arising out of the claims asserted in the Lawsuit, except as may be necessary to enforce this Agreement.

6. Satisfaction of Lien. Plaintiffs further acknowledge that all claims for wages and

medical expenses, paid or unpaid, and/or liens asserted for wages and medical expenses, paid or unpaid, will be satisfied from the proceeds of this Agreement.

7. Medicare. Plaintiffs declare and expressly warrants that [REDACTED] is not Medicare eligible nor within thirty (30) months of becoming Medicare eligible; is not 65 years of age or older, and is not appealing a denial of Social Security benefits. Relying on these representations, no Medicare Set Aside Allocation ("MSA") is being established. In the event that this information is false or in any way incorrect, Releasor expressly warrants and agrees that said liens will be his responsibility and will be paid from these settlement proceeds with nothing further to be sought from Releasees.

8. No Admissions. This Agreement does not constitute an admission by Defendants of any wrongful action or violation of any Federal or State statute, rule, regulation, policy, procedure, local law, or common law rights, or of any other possible or claimed violation of law or rights. The Defendants specifically deny any wrongful action or conduct.

9. No Assignment. Plaintiffs represent that they have not assigned to any third party any claim that Plaintiffs have, may have, or believes he may have against Defendants.

10. Non-Disparagement. In further consideration of the above, the Parties agree and promise that they shall not, in any manner whatsoever, make any disparaging remarks or comments whatsoever about each other and/or any of their current or former employees, officers, and/or directors, and/or board members, and/or their work, services, or otherwise take any action that would adversely affect their personal or professional reputations.

11. Confidentiality. This Agreement, all of the terms and information contained herein, all of the negotiations leading to it, all of the communications generated pursuant to it, including any and all communications either written, oral, or electronic, concerning the

settlement of the Lawsuit, whether made during the lawsuit or after the filing of the lawsuit, shall be kept strictly confidential by Plaintiffs and Defendants, and shall not be disclosed to any person, corporation or other entity not a party to this Agreement, except as follows:

A. As permissible or allowable under Federal or State law (including the reporting of income to any relevant taxing authorities);

B. In response to a judicial Order (including a subpoena) compelling disclosure, or upon mutual agreement of the Parties hereto;

C. In response to a valid Open Public Records Act request served upon the Toms River Regional Schools Board of Education;

D. To parent, subsidiary, affiliate, associated, or parent companies of the Parties and their counsel who shall be bound by the terms and conditions hereof;

E. To insurers of any party, who shall be bound by the terms and conditions hereof; and

F. To auditors of or accountants or counsel or tax advisors to any party upon their request, who shall be bound by the terms and conditions hereof.

The Parties further agree that the confidentiality of this Agreement constitutes good and valuable consideration for the Agreement. The Parties shall cooperate to protect the confidentiality of this Agreement. Plaintiffs acknowledge and agree that they shall not in any way disclose or disseminate the terms and conditions of this Agreement on any social media platforms or applications, including but not limited to, Facebook, MySpace, LinkedIn, Google Plus, Pinterest, Tumblr, Reddit, Flickr, YouTube, Twitter, Instagram, and/or SnapChat. The Parties understand and agree that this is an important and material part of the Agreement. If asked about the Lawsuit, the Parties shall respond that it has been either "concluded," or

"settled" or "resolved to the satisfaction of all Parties." The Parties shall not provide any further information.

12. Binding on the Parties. This Agreement shall be binding upon and inure to the benefit of the Plaintiffs and Defendants only and any of their respective heirs, legal or personal representatives, employees, officers, directors, successors, and assigns.

13. Binding Law. This Agreement shall be construed in accordance with the laws of the State of New Jersey.

14. No Third-Party Beneficiaries. This Agreement is intended to confer rights and benefits only on the Parties. Nothing in this Agreement is intended to give nor shall it give to anyone who is not named as Party to this Agreement.

15. Entire Agreement. The terms and conditions contained herein constitute the entire Agreement among the Plaintiffs and Defendants with respect to the settlement of the Lawsuit. The Parties acknowledge and agree that in executing this document, they have not relied upon any statement, promise or representation, oral or written, not set forth herein. This Agreement contains the entire Agreement between the Parties as to settlement of their disputes. No amendment, modification, or addendum to this Agreement shall be effective unless in writing and dated subsequent to the date hereof and executed by the individuals and the duly authorized officers of the respective Parties. The requirement for such a writing shall apply to any waivers of the requirement of a written modification pursuant to this Paragraph and this shall be deemed an essential term of the Agreement.

16. Severability. Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity and enforceability of the remaining parts, terms or provisions shall not be affected

thereby and said illegal, unenforceable, or invalid part, term, or provisions shall be deemed not to be part of this agreement.

17. Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing and delivery shall be deemed to have been made (i) three (3) business days following the date when such notice is deposited in first-class U.S. Mail, postage prepaid and simultaneously sent by Certified U.S. Mail, postage prepaid, return receipt requested; or (ii) the business day following the date when such notice is deposited with any nationally-recognized overnight courier service to the Party and his/her counsel.

18. Inadmissibility of Agreement. This Agreement has been entered into in reliance upon the provisions of Rule 408 of the New Jersey Rules of Evidence, which precludes the introduction of evidence regarding settlement negotiations in any legal proceeding. Evidence relating to the negotiation, terms, or facts of this Agreement shall not be admissible by Plaintiffs or Defendants in any legal proceeding except to enforce the terms of this Agreement.

19. Authorization to Execute. The signatories of this Agreement represent that they are fully authorized to execute this Agreement and that all formalities attendant to the execution of this Agreement have been satisfied.

20. Voluntary Execution. The signatories of this Agreement acknowledge that they have carefully read and fully understand all of the terms of this Agreement, including the general release contained herein, and that the Parties have had a reasonable amount of time to consider the terms of this Agreement, and they enter into this Agreement knowingly and voluntarily and with the advice of counsel.

21. Captions. Any captions to paragraphs or subparagraphs of this Agreement are provided solely for the convenience of the Parties. They do not constitute and shall not be

construed to constitute part of this Agreement and shall not be used as an aid in the interpretation of the Agreement or the contracting intent of the Plaintiffs and Defendants.

22. Counterparts. The Parties may execute this Agreement in separate counterparts, each of which as so executed and delivered shall be deemed an original, but all of which taken together shall constitute one and the same Agreement.

23. Strict Adherence. The failure of the Parties to insist upon strict adherence to any of the terms of this Agreement on any occasion shall not be considered a waiver thereof or deprive that party of the right thereafter to insist upon strict adherence to that term or another term of this Agreement.

24. No Waiver of Breach. The waiver of any provision of this Agreement shall not be construed to operate as a waiver of any subsequent breach.

25. Further Documents. The Parties agree to execute and deliver any and all further documents which may be required to effectuate this Agreement.

26. Effective Date. This Agreement will become effective on the date on which the Parties have executed this Agreement.

DATE: 9/20/2018

DATE: 9-20-2018

DATE: 9-18-18

DATE: 9-18-18

PRESIDENT OF
TOMS RIVER REGIONAL SCHOOLS
BOARD OF EDUCATION, Defendant

Prepared by:

Ronald E. Prusck, Esq. Attorney ID No. 004441974

Peter M. Draper, Esq. Attorney ID No. 012112012

CARLUCCIO, LEONE, DIMON, DOYLE & SACKS, L.L.C.

9 Robbins Street

Toms River, NJ 08753

732-797-1600

Attorneys for Defendant Toms River Regional Schools Board of Education

Our File No. 5876-054

SETTLEMENT AGREEMENT & GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE (hereinafter "Agreement") is made by and between [REDACTED] (hereinafter "Plaintiff") and the Toms River Regional Schools Board of Education, Argonaut Insurance Company, and Trident Insurance Services (hereinafter "Defendants"). The signatories may be referred to as "the Parties."

RECITALS

WHEREAS, the Plaintiff filed a Complaint against the Defendants in the Superior Court of New Jersey, Law Division: Ocean County under Docket Number OCN-L-3164-15 (hereinafter "Lawsuit"); and

WHEREAS, the Defendants filed an Answer to the Plaintiff's Complaint denying the allegations; and

WHEREAS, the Parties have agreed to settle the disputes relating to Plaintiff's negligence cause of action which is a basis for the Lawsuit, and in accordance with the terms and conditions set forth in this Agreement and without any admissions of liability as to the allegations in the Action, and to fully and finally settle all of their claims against each other, including those asserted and not asserted in the lawsuit, and all other actions and claims, which the Parties, have, had, or may have against each other up to the date of this Agreement; and

NOW, IN CONSIDERATION of the mutual promises contained herein, and other good

and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. The Settlement Payment. The Defendants shall pay to the Plaintiff the sum of One Hundred Seventy-Five Thousand Dollars (\$175,000.00) within thirty (30) days from the date that this Agreement is fully executed. Said amount shall be made payable to [REDACTED]

2. Dismissal With Prejudice. Plaintiff agrees to dismiss the Complaint against Defendants with prejudice and any and all charges, complaints, claims, claims for attorneys' fees, applications and appeals relating to the Lawsuit entitled [REDACTED] v. TOMS RIVER REGIONAL SCHOOLS, JANE DOE (these names being fictitious as their present identities are unknown) ; names, the true names being unknown to plaintiff at this time), XYZ CORPORATION I-V (these names being fictitious as their present identities are unknown)" filed in the Superior Court of New Jersey, Law Division, Ocean County, Docket No. OCN-L-3164-15 will be dismissed. The Parties acknowledge that the settlement of the Lawsuit is contingent upon forgoing the continuation of this, or any, litigation of any and all pending claims between these Parties, which arise out of events which have transpired before and up to and including the date of the execution of this Agreement.

In connection with this provision, as a material term of the Agreement herein, the Parties agree to take whatever steps that shall be necessary in order to have the claims against Defendants in the Lawsuit dismissed with prejudice including executing and filing with the Court the Stipulation of Dismissal With Prejudice, a form of which is attached hereto as "Exhibit A."

3. Breach. Any party found in breach of this Agreement shall be liable for any

and all damages incurred as a result of such breach.

4. Release. It is hereby understood and agreed that Plaintiff, for and in consideration of the payment of monies, release of claims, and/or other consideration set forth herein, does hereby irrevocably and unconditionally release and forever discharge for himself, his representatives, and assigns, Defendants and any related entities, and any and all of their predecessors, successors, assigns, agents, employees, members, and representatives and each of their employees, attorneys, agents, and all persons acting by, through, under, or in concert with them, and all of their executors, administrators, successors, assigns, agents, and representatives, of and from all manner of action(s), cause(s) of action, and suit(s), including, but not limited to, any claims for breach of contract; fraud or misrepresentation; representing Plaintiff in a false light; defamation; slander; libel; invasion of privacy; intentional or negligent infliction of emotional distress; harassment, intimidation, and/or bullying ("HIB"); breach of the covenant of good faith and fair dealing; promissory estoppel; negligence; wrongful termination of employment; violation of public policy and any violations of the American with Disabilities Act; the Conscientious Employee Act; the New Jersey Law Against Discrimination; the Employee Retirement Income Security Act; the Equal Pay Act; the Worker Adjustment Retraining Notification Act; the National Labor Relations Act; the Older Workers Benefit Protection Act; the New Jersey Family Leave Act; the Federal Family and Medical Leave Act; the Age Discrimination Act; Title VII of the Federal Civil Rights Act; and Section 181 of the Federal Civil Rights Act; or any other federal, state, or local laws based on protected class status, including but not limited to age, race, color, sex, marital status, national origin, religion, disability, illness, sexual orientation or preference, gender identity, protected leave status, and any and all other claims for unlawful discrimination, which, in any manner, relate to Plaintiff's

association with, interaction with and/or allegedly being affected by Releasees, including any claims for entitlement to loss of wages, loss of income, loss of profits, medical expenses, claims for attorney's fees, interest, expenses and costs, which Plaintiff ever had, now has, or asserts, or may assert, for, upon or by reason of as to all matters, claims and controversies which were asserted or at issue or could have been asserted against Defendants in the Lawsuit for anything that has happened up to the date this Agreement is executed by Plaintiff.

5. No Additional Claims. Plaintiff does hereby covenant and promise that he will not hereafter file or cause to be filed on her behalf any charge, complaint, legal or administrative action of any nature before any court or administrative agency to assert any claim against Defendants arising out of the claims asserted in the Lawsuit, except as may be necessary to enforce this Agreement.

6. Satisfaction of Lien. Plaintiff further acknowledges that all claims for wages and medical expenses, paid or unpaid, and/or liens asserted for wages and medical expenses, paid or unpaid, will be satisfied from the proceeds of this Agreement.

7. Medicare. Plaintiff declares and expressly warrants that he is not Medicare eligible nor within thirty (30) months of becoming Medicare eligible; is not 65 years of age or older, and is not appealing a denial of Social Security benefits. Relying on these representations, no Medicare Set Aside Allocation ("MSA") is being established. In the event that this information is false or in any way incorrect, Releasor expressly warrants and agrees that said liens will be his responsibility and will be paid from these settlement proceeds with nothing further to be sought from Releasees.

8. No Admissions. This Agreement does not constitute an admission by Defendants of any wrongful action or violation of any Federal or State statute, rule, regulation,

policy, procedure, local law, or common law rights, or of any other possible or claimed violation of law or rights. The Defendants specifically deny any wrongful action or conduct.

9. No Assignment. Plaintiff represents that he has not assigned to any third party any claim that Plaintiff has, may have, or believes he may have against Defendants.

10. Non-Disparagement. In further consideration of the above, the Parties agree and promise that they shall not, in any manner whatsoever, make any disparaging remarks or comments whatsoever about each other and/or any of their current or former employees, officers, and/or directors, and/or board members, and/or their work, services, or otherwise take any action that would adversely affect their personal or professional reputations.

11. Confidentiality. This Agreement, all of the terms and information contained herein, all of the negotiations leading to it, all of the communications generated pursuant to it, including any and all communications either written, oral, or electronic, concerning the settlement of the Lawsuit, whether made during the lawsuit or after the filing of the lawsuit, shall be kept strictly confidential by Plaintiff and Defendants, and shall not be disclosed to any person, corporation or other entity not a party to this Agreement, except as follows:

A. As permissible or allowable under Federal or State law (including the reporting of income to any relevant taxing authorities);

B. In response to a judicial Order (including a subpoena) compelling disclosure, or upon mutual agreement of the Parties hereto;

C. In response to a valid Open Public Records Act request served upon the Toms River Regional Schools Board of Education;

D. To parent, subsidiary, affiliate, associated, or parent companies of the Parties and their counsel who shall be bound by the terms and conditions hereof;

E. To insurers of any party, who shall be bound by the terms and conditions hereof;

F. To auditors of or accountants or counsel or tax advisors to any party upon their request, who shall be bound by the terms and conditions hereof; and

G. As to Plaintiff, to members of his immediate family, including his mother, father, and siblings, each of whom shall be first advised of and be bound by the confidentiality provision of this Agreement.

The Parties further agree that the confidentiality of this Agreement constitutes good and valuable consideration for the Agreement. The Parties shall cooperate to protect the confidentiality of this Agreement. Plaintiff acknowledges and agrees that he shall not in any way disclose or disseminate the terms and conditions of this Agreement on any social media platforms or applications, including but not limited to, Facebook, MySpace, YouTube, Twitter, Instagram, and/or SnapChat. The Parties understand and agree that this is an important and material part of the Agreement. If asked about the Lawsuit, the Parties shall respond that it has been either "concluded," or "settled" or "resolved to the satisfaction of all Parties." The Parties shall not provide any further information.

12. Binding on the Parties. This Agreement shall be binding upon and inure to the benefit of the Plaintiff and Defendants only and any of their respective heirs, legal or personal representatives, employees, officers, directors, successors, and assigns.

13. Binding Law. This Agreement shall be construed in accordance with the laws of the State of New Jersey.

14. No Third-Party Beneficiaries. This Agreement is intended to confer rights and benefits only on the Parties. Nothing in this Agreement is intended to give nor shall it give to

anyone who is not named as Party to this Agreement.

15. Entire Agreement. The terms and conditions contained herein constitute the entire Agreement among the Plaintiff and Defendants with respect to the settlement of the Lawsuit. The Parties acknowledge and agree that in executing this document, they have not relied upon any statement, promise or representation, oral or written, not set forth herein. This Agreement contains the entire Agreement between the Parties as to settlement of their disputes. No amendment, modification, or addendum to this Agreement shall be effective unless in writing and dated subsequent to the date hereof and executed by the individuals and the duly authorized officers of the respective Parties. The requirement for such a writing shall apply to any waivers of the requirement of a written modification pursuant to this Paragraph and this shall be deemed an essential term of the Agreement.

16. Severability. Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity and enforceability of the remaining parts, terms or provisions shall not be affected thereby and said illegal, unenforceable, or invalid part, term, or provisions shall be deemed not to be part of this agreement.

17. Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing and delivery shall be deemed to have been made (i) three (3) business days following the date when such notice is deposited in first-class U.S. Mail, postage prepaid and simultaneously sent by Certified U.S. Mail, postage prepaid, return receipt requested; or (ii) the business day following the date when such notice is deposited with any nationally-recognized overnight courier service to the Party and his/her counsel.

18. Inadmissibility of Agreement. This Agreement has been entered into in

reliance upon the provisions of Rule 408 of the New Jersey Rules of Evidence, which precludes the introduction of evidence regarding settlement negotiations in any legal proceeding. Evidence relating to the negotiation, terms, or facts of this Agreement shall not be admissible by Plaintiff or Defendants in any legal proceeding except to enforce the terms of this Agreement.

19. Authorization to Execute. The signatories of this Agreement represent that they are fully authorized to execute this Agreement and that all formalities attendant to the execution of this Agreement have been satisfied.

20. Voluntary Execution. The signatories of this Agreement acknowledge that they have carefully read and fully understand all of the terms of this Agreement, including the general release contained herein, and that the Parties have had a reasonable amount of time to consider the terms of this Agreement, and they enter into this Agreement knowingly and voluntarily and with the advice of counsel.

21. Captions. Any captions to paragraphs or subparagraphs of this Agreement are provided solely for the convenience of the Parties. They do not constitute and shall not be construed to constitute part of this Agreement and shall not be used as an aid in the interpretation of the Agreement or the contracting intent of the Plaintiff and Defendants.

22. Counterparts. The Parties may execute this Agreement in separate counterparts, each of which as so executed and delivered shall be deemed an original, but all of which taken together shall constitute one and the same Agreement.

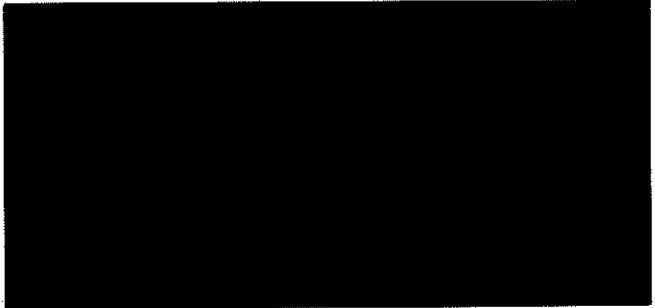
23. Strict Adherence. The failure of the Parties to insist upon strict adherence to any of the terms of this Agreement on any occasion shall not be considered a waiver thereof or deprive that party of the right thereafter to insist upon strict adherence to that term or another term of this Agreement.

24. No Waiver of Breach. The waiver of any provision of this Agreement shall not be construed to operate as a waiver of any subsequent breach.

25. Further Documents. The Parties agree to execute and deliver any and all further documents which may be required to effectuate this Agreement.

26. Effective Date. This Agreement will become effective on the date on which the Parties have executed this Agreement.

DATE: April 19, 2018



DATE:

 for
TOMS RIVER REGIONAL SCHOOLS
BOARD OF EDUCATION, Defendant.

GENERAL RELEASE

THIS GENERAL RELEASE (hereinafter "this Release") is entered into by and between [REDACTED] (hereinafter "Plaintiff") and TOMS RIVER REGIONAL SCHOOL DISTRICT and its past and present officers, Board members, employees and agents, its insurance carriers and any of their 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, collectively referred to as "Defendants").

WHEREAS, Plaintiff, [REDACTED], filed a Complaint against Defendants and others in the Superior Court of New Jersey, Ocean County, entitled [REDACTED] v. Toms River Regional School District, et al., bearing Docket No. OCN-L-2723-17, and asserted claims against the Defendants in connection with alleged events arising out of Plaintiff's employment in the Toms River Regional School District; and

WHEREAS, the parties settled all controversies between them, including Plaintiff's claims bearing Docket No. OCN-L-2723-17, and any and all related claims which could have been asserted, whether they are presently known or unknown; and

WHEREAS, Defendants vigorously and wholly deny each and every allegation made by Plaintiff, and entered into this settlement for reasons other than the merits of the 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:

Terms of Settlement:

The Defendant hereby agrees to pay Plaintiff, [REDACTED], the total settlement amount of TWENTY-FIVE THOUSAND DOLLARS and 00/100 (\$25,000.00) via check made payable to Plaintiff and her attorneys, Costello and Mains, LLC, said settlement amount being fully and completely inclusive of all attorney's fees and costs incurred by counsel for the Plaintiff and interest (hereinafter, "Settlement Amount");

Plaintiff agrees that, but for this General Release, she would not be entitled to the aforesaid payment and other terms of settlement described in the subsections under this paragraph;

Defendant further agrees to restore and reinstate Plaintiff's annual stipend of \$2,500, which shall be retroactive to July 1st 2017;

The Settlement Amount shall be paid by Defendants in the form of one or more checks. Payment shall be made within thirty (30) days upon receipt by Carluccio, Leone, Dimon, Doyle & Sacks, LLC of an original of this Release executed by the Plaintiff, along with a signed original of a Stipulation of Dismissal with Prejudice ("Stipulation") in the matter [REDACTED] v. Toms River Regional School District, et al., bearing Docket No. OCN-L-2723-17, a [REDACTED] executed by

Plaintiff's counsel, and a Child Support Judgment Search of the Plaintiff as required by the applicable statute;

Tax Consequences. The parties understand and agree that an IRS Form 1099 designated in a settlement amount as other income will be issued. Plaintiff 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. Plaintiff 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 the Defendants with respect to her settlement, Plaintiff will fully and completely indemnify the Defendants for any sums the Defendants may be required to pay, including reasonable attorney's fees and costs. It is the intent of the parties that the Settlement Amount set forth in the "Terms of Settlement" paragraph above will be the Defendant's total payments to or for the benefit of Plaintiff. Plaintiff acknowledges and agrees that she is solely and completely responsible for any tax obligations, liabilities, or consequences arising out of the execution of this General Release and the Settlement Amount. The Parties intend this Settlement Amount to compensate Plaintiff for emotional distress and related injuries. Should it be determined that any portion of the Settlement Amount is taxable, Plaintiff shall be solely responsible for same. Plaintiff further agrees that they shall indemnify and hold harmless Defendants for any and all claims, liabilities or consequences arising out of any unsatisfied tax obligations or liabilities. Plaintiff acknowledges that neither Defendants, nor any of its representatives or attorneys, nor Plaintiff's attorney, has made any promise, representation, or warranty, express or implied, regarding the tax consequences of the Settlement Amount set forth in the "Terms of Settlement" paragraph above. Plaintiff agrees and understands that her attorney has instructed her to consult with an accountant or other tax professional regarding the tax treatment of the sums paid pursuant to this General Release.

c. Plaintiff, [REDACTED] certifies and warrants to the Defendants that she has no outstanding judgments for child support and that an appropriate judgment search has been conducted. Plaintiff agrees to provide a copy of said judgment search to the Defendants in accordance with the applicable statute as part of the settlement. In the event Plaintiff has outstanding child support judgments, Plaintiff hereby agrees that she will satisfy all such outstanding judgments out of the proceeds of this settlement and that she will fully and completely indemnify the Defendants for any sums the Defendants may be required to pay, including reasonable attorney's fees and costs, with respect to any such outstanding judgments; and

f. Plaintiff's allegations against the Defendants arise out of alleged conduct which she claims caused personal injury, infliction of emotional distress and other related damages.

Dismissal of Action: Plaintiff understands and agrees that Gary Abladianakis, Esquire, Of Counsel, Carluccio, Leone, Dimon, Doyle & Sacks, LLC, counsel for Defendant, will file the executed original of the Stipulation of Dismissal with Prejudice with the Superior Court of New Jersey, Ocean County. The Plaintiff understands and agrees that the terms of the aforesaid dismissal are expressly incorporated by reference with this General Release as if fully set forth herein.

Release in Consideration for the Payment and the Consideration Provided for in This Agreement.

Plaintiff personally and for her spouse, her estate and/or heirs waives, releases and gives 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 she may have against respective successor and assigns, heirs, executors and personal or legal representatives, based upon any act, event or omission occurring before the execution of this Release including, but not limited to, any events related to, arising from or relating to or association with the Defendant, TOMS RIVER REGIONAL BOARD OF EDUCATION. Plaintiff specifically waives, releases and gives up any and all claims arising from or relating to or association with the Defendants based upon any act, event or omission occurring before the execution of this settlement, including but limited to, any claim that was asserted or could have been asserted under any Federal and/or State statutes, regulations and/or common law, expressly including, but not limited to any potential claim regarding:

The National Labor Relations Act;

Title VII of the Civil Rights Act of 1964;

Sections 1981 through 1988 of Title 42 of the United States Code;

The Employment Retirement Income Security Act of 1974;

The Immigration Reform Control Act;

The Americans with Disabilities' Act of 1990;

The Age Discrimination & Employment Act of 1967;

The Fair Labor Standards;

The Occupational Safety & Health Act;

The Family & Medical Leave Act of 1993;

The Equal Pay Act;

The New Jersey Law Against Discrimination;

The New Jersey Minimum Wage Law;

The Equal Pay Law for New Jersey;

The New Jersey Worker Health & Safety Act;

The New Jersey Family Leave Act;

The New Jersey Conscientious Employee Protection Act;

Any anti-retaliation, anti-harassment, anti-discrimination and any anti-hostile work environment provision of any statute or law;

Any other federal, state or local, civil or human right law or any other local, state or federal law, regulation or ordinance, any, provision of any federal state constitution, any public policy, contract, tort or common law, or any losses, injuries or damages (including back pay, front pay, liquidated, compensatory or punitive damages, attorney's fees and costs).

Any common law claims for negligence, assault, battery, infliction of emotional distress and any and all other common law claims arising out of this litigation; and

42 U.S.C. § 1983, 1988.

Attorney's Fees and Costs. Plaintiff agrees that no amounts other than the payments to be made pursuant to the "Terms of Settlement" paragraph above of this Release shall be sought by or owed to Plaintiff or her attorney in connection with this matter.

No Admission of Liability. It is expressly understood that neither the execution of this Agreement nor any other action taken by the Defendants in connection with Plaintiffs alleged claims or this settlement, constitutes an admission by the Defendants of any violation of any law, duty or obligation, or that any decisions or actions taken in connection with Plaintiff was unwarranted, unjustified, retaliatory, discriminatory, wrongful or otherwise unlawful. It is further understood that the Defendants have entered into this Agreement for reasons other than the merits of Plaintiff's claims including to avoid the cost of litigation and that the Defendants specifically deny any liability to Plaintiff or to any other person.

Entire Agreement. This Release contains the sole and entire Agreement between the parties hereto and fully supersedes any and all prior Agreements and understandings pertaining to the subject matter hereof. Plaintiff represents and acknowledges that, prior to executing this Release, she consulted her attorneys, Costello & Mains, LLC, and had ample time to do so, obtained the advice of counsel prior to making the decision to execute the Release, and that Plaintiff has not relied upon any representation or statement not set forth in this Release made by any other party thereto, or their counsel or representatives, with regard to the subject matter of this 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 Release.

Severability. Plaintiff agrees that if any Court declares any portion of this Agreement unenforceable, the remaining portion shall be fully enforceable.

Applicable Law. This General Release shall be construed and interpreted in accordance with the laws of the State of New Jersey. Plaintiff agrees that any action to enforce or interpret this Release shall only be brought in by a court of competent jurisdiction of the State of New Jersey.

No Claims Permitted/Covenant Not to Sue: Plaintiff waives her right to file any charge or complaint on Plaintiff's 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 Plaintiff's behalf, with respect to anything which has happened up to execution of this General Release before any federal, state or local court or administrative agency against the Defendants, its employees, agents and representative except if such waiver is prohibited by law. Should any charge or complaint be filed, Plaintiff agrees that Plaintiff will not accept any relief or recovery therefrom. Plaintiff confirms that no such charge, complaint or action exists in any forum or form other than the Complaint bearing Docket No. OCN-L-2723-17 and covenant not to file any charge, complaint or action in any forum or form against the Defendants based upon anything which is encompassed by the terms of this General Release. Except as prohibited by law, in the event that any such charge, complaint or action is filed by Plaintiff, it shall be dismissed with prejudice upon presentation of this General Release and Plaintiff shall reimburse the Defendants for the cost, including attorney's fees, of defending any such action.

Notice of Subpoena and/or Deposition: Should Plaintiff be served by any person or entity other than Defendant with a deposition notice, subpoena or Court Order that relates to any proceeding in which Defendant are parties, or in which Plaintiffs have any reason to believe that Plaintiff's testimony or any other information may be sought as to Defendants, Plaintiff shall promptly advise her attorneys, Costello & Mains, LLC, who will then promptly advise the attorney for the Defendant, Stephan R. Leone, Esq., Carluccio, Leone, Dimon, Doyle & Sacks, LLC, of the same. Plaintiff shall also promptly cause a copy of such deposition notice, subpoena or Court Order to be forwarded promptly to the law firm of Costello & Mains, LLC. Plaintiff or Plaintiff's counsel will also ensure that Stephan R. Leone, Esq. will promptly receive a copy of such deposition notice, subpoena or Court Order at Carluccio, Leone, Dimon, Doyle & Sacks, LLC, 9 Robbins Street, Toms River, NJ 08753; phone 732-797-1600; Fax 732-797-1637.

Inadmissibility of Release and Settlement Agreement: The parties agree that this Agreement and the terms relating to the settlement contained herein shall be inadmissible in any other proceeding(s) except in an action to enforce this Agreement.

No Cooperation/Participation: Plaintiff covenants and agrees that Plaintiff will not provide information or consulting advice or counsel to, or otherwise cooperate with or assist in any manner, any entity or person, including, but not limited to, any employee or former employee of the Defendants asserting, or seeking to assert any cause of action, charge for any claim whatsoever against the Defendants unless compelled to do so by force of law or subpoena, with respect to any matter that is the subject of this action.

Confidentiality: In consideration of the obligations under this General Release, the Parties agree that this Agreement and the terms and conditions hereof, are strictly, and shall forever remain, confidential, and that neither [REDACTED] nor her heirs, agents, executors, administrators, attorneys, legal representatives or assigns shall disclose or disseminate, directly or indirectly, any information concerning any such terms to any third person(s), including, but not limited to, representatives of the media or other present or former associates of Defendants, under any circumstances, except [REDACTED] may disclose the terms of this Agreement to her attorney, accountant, tax advisor, the Internal Revenue Service, other

government authorities, or as otherwise required by law ("Third Parties"), provided, however, that the Third Parties to whom such disclosure is made (other than the IRS or other government authorities) shall agree in advance to be bound by the terms of this "Confidentiality" paragraph and all of its subparts, to the maximum extent permitted by law.

(A) If [REDACTED] is required to disclose any portion of this General Release, its terms, including, but not limited to, the Settlement Amount or any underlying facts of Plaintiff's claim pursuant to court order and/or subpoena, [REDACTED] shall notify Defendants, in writing via facsimile or overnight mail, within 24 hours of her receipt of such court order or subpoena, and simultaneously provide Defendants' attorney with a copy of such court order or subpoena. Plaintiff, [REDACTED] agrees to waive any objection to Defendants' request that the document production and/or testimony be done in camera and under seal.

(B) Plaintiff, [REDACTED] acknowledges that a violation of any of the terms of confidentiality under this paragraph, or any of its subparts, would cause immeasurable and irreparable damage to Defendants in an amount incapable of precise determination. Accordingly, Plaintiff, [REDACTED] agrees that Defendants shall be entitled to injunctive relief in any court of competent jurisdiction for any actual or threatened violation of this Confidentiality paragraph and all of its subparts, in addition to any other available remedies.

(C) The Parties agree that the terms of this paragraph and all of its subparts are a material inducement for the execution of this General Release and its terms and provisions, including but not limited to, the Settlement Amount. Any disclosure or dissemination, other than as described above, will be regarded as a breach of this Agreement and a cause of action shall immediately accrue for damages and injunctive relief by Defendants.

Agreement Not to Disparage: In further consideration for the above, Plaintiff shall not, in any manner whatsoever, make any disparaging remarks or comments whatsoever about the Defendants and/or any of their current or former employees, officers and/or directors, and/or board members, and/or their work, services, or to otherwise take any action that would adversely affect their personal or professional reputations. Defendants agree to direct the current Superintendent of the Toms River School District (and his successors), current Assistant Superintendents of schools (and their successors), current board members of the Toms River Board of Education and the Business Administrator (and his successors) not to issue any communication, written, verbal or otherwise that disparages, criticizes, or otherwise reflects adversely upon the Plaintiff. Plaintiff agrees to direct all inquiries concerning verification of her employment with Toms River Board of Education to the Director of Personnel and Benefits, or her successor, who will be directed to confirm only the dates of Plaintiff's employment with Defendants and position held.

Liens. In reaching this Release, the parties have paid consideration and attention to possible entitlement to the Plaintiff, [REDACTED] receipt of Medicare or Medicaid benefits under 42 U.S.C. § 1395(y) as well as the entitlement of the Centers for Medicare and Medicaid Services to subrogation and intervention pursuant to 42 U.S.C. § 1395(y)(b)(2) to recover any overpayment made by Medicare. It is not the purpose of this Release to shift to Medicare or Medicaid the responsibility for the payment of medical expenses for the treatment of injury-

related conditions. This settlement is intended to provide the Plaintiff, [REDACTED] with a lump sum which will foreclose Defendants' responsibility for payments of any injury-related medical expenses, including, but not limited to, funds for non-Medicare covered or non-reimbursable medical expenses.

Plaintiff, [REDACTED] further agrees to hold harmless and indemnify Defendants from any cause of action, including, but not limited to, an action to recover or recoup Medicare or Medicaid benefits or loss of Medicare or Medicaid benefits, if the Center for Medicare or Medicaid Services determine that the money set aside was spent inappropriately or for any recovery sought by Medicare or Medicaid including past, present and future conditional payments. The settlement proceeds available to Plaintiff, [REDACTED] shall be utilized for any claim for conditional payments made by Medicare or Medicaid including past, present and future.

Furthermore, in accordance with Perreira v. Redieer, 330 NJ. Super. 445 (App. Div. 2000), and all applicable law, Plaintiff personally guarantees and warrants that all liens and/or monetary obligations owed, whether public, private or otherwise, for any medical, wage or other benefits received by the Plaintiff [REDACTED] or paid by any third party on the Plaintiff, [REDACTED] behalf for any reason related to the subject matter of this action have been satisfied and paid off in their entirety out of the proceeds of this settlement. Plaintiff, [REDACTED] further agrees and warrants that in the event any third party seeks to recover outstanding liens or judgments against the Plaintiff, [REDACTED] from the Defendants with regard to the settlement, Plaintiff will fully and completely indemnify the Defendants for any sums the Defendants may be required to pay, including attorneys' fees and costs.

Medicare Set-Aside: It is further understood and agreed, to the extent applicable, Plaintiff covenants that she will set aside funds necessary in any approved Medicare Set-Aside Account, to pay for any anticipated future medical and/or health care needs of Plaintiff, for any injury and/or condition that requires treatment that arises from the injuries related and/or cause by the incident(s) in question. In the alternative, Plaintiff shall, in concert and consultation with appropriate counsel, aver and covenant that she does not presently anticipate that she will require medical and/or health care treatment for any injuries and/or conditions related and/or arising from the claims set forth herein. Further, should funds not be placed in an approved Medicare /Set-Aside Account for Plaintiff, and care and treatment for injuries and/or conditions allegedly related to the claims referenced herein be subsequently sought, then Plaintiff covenants and represents to the Released Parties, their insurance carriers, their attorneys and others in privity with them, that Plaintiff will not submit nor seek payment for said medical care from Medicare and/or any other government funded program. This covenant and representation shall be included as part of the indemnification obligations of Plaintiff stated herein.

No Medicare Beneficiaries, No Conditional Medicare Payments: This settlement is based on a good faith determination of the Parties to resolve a disputed claim. The Parties have attempted to resolve this matter in compliance with both state and federal law. It is believed that the settlement terms adequately consider and protect Medicare's interest and do not reflect any attempt to shift responsibility for medical treatment to Medicare in contravention of the

Medicare Secondary Payor Act, 42 U.S.C. Sec. 1395y(b).

Plaintiff, [REDACTED] warrants that she is not a Medicare beneficiary as of the date of this release, nor does she reasonably anticipate becoming a Medicare beneficiary within thirty (30) months of executing this Agreement. Because Plaintiff, [REDACTED] is not a Medicare recipient as of the date of this release, no conditional payments have been made to Medicare.

The Parties acknowledge and understand that any present or future action or decision by Medicare on this settlement, or [REDACTED] eligibility or entitlement to Medicare or Medicare payments, will not render this release void or ineffective, or in any way affect the finality of this liability settlement.

Strict Adherence: The failure of the parties to insist upon strict adherence to any term of this General Release and Settlement Agreement on any occasion shall not be considered a waiver thereof or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of the Agreement.

No Assignment: No party to this General Release 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.

No Waiver of Breach: The waiver of any provision of this General Release shall not be construed to operate as a waiver of any subsequent breach.

Effective Date: This General Release will become effective on the date on which the Plaintiff has executed this General Release.

BY SIGNING THIS AGREEMENT, PLAINTIFF, [REDACTED] AGREES THAT:

Plaintiff has read it;

Plaintiff understands it and knows that Plaintiff is giving up important rights, and that Plaintiff is giving up any such rights or claims in exchange for a payment to which Plaintiff was not already entitled;

Plaintiff agrees to abide by all of Plaintiff's obligations in said agreement;

Plaintiff's attorney negotiated this General Release, the terms settlement contained herein and the Settlement Amount with Plaintiff's knowledge and consent;

Plaintiff has been advised to consult with Plaintiff's attorney prior to executing this General Release, and has, in fact, done so;

Plaintiff has signed this General Release knowingly and voluntarily.

PLEASE READ CAREFULLY. THIS AGREEMENT HAS IMPORTANT LEGAL CONSEQUENCES.

[REDACTED]

By

[REDACTED]

Dated:

State of New Jersey:

ss

County of Ocean:

I CERTIFY that on 1/17/18, 2017, [REDACTED] personally came before me and acknowledged under oath, to my satisfaction, that this person is named in and personally signed this document; and signed, sealed and delivered this document as her act and deed.

My Commission Expires:

[REDACTED]

GENERAL RELEASE

THIS GENERAL RELEASE (hereinafter "this Release") is entered into by and between [REDACTED] hereinafter "Plaintiff") and **TOMS RIVER REGIONAL BOARD OF EDUCATION** and [REDACTED] and its past and present officers, employees and agents (hereinafter "Defendants"), the Defendants' insurance carriers and any of their 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 carriers").

WHEREAS, Plaintiff, [REDACTED] filed a Complaint against Defendants and others in the United States District Court for the District of New Jersey, Trenton Vicinage, entitled [REDACTED] v. Toms River Regional Board of Education, et al, bearing Civil Action No. 3:15-CV-2269-PGS-LHG, and have asserted claims against the Defendants in connection with alleged events arising out of Plaintiff's employment in the Toms River Regional School District; and

WHEREAS, the parties settled all controversies between them, including Plaintiff's claims bearing Civil Action No. 3:15-CV-2269-PGS-LHG, and any and all related claims which could have been asserted, whether they are presently known or unknown; and

WHEREAS, Defendants vigorously and wholly denies each and every allegation made by Plaintiff, and entered into this settlement for reasons other than the merits of the 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 Defendants, by and through its insurance carriers, hereby agrees to pay Plaintiff, [REDACTED] the total settlement amount of SEVENTY FIVE THOUSAND DOLLARS and 00/100 (\$75,000.00), said settlement amount being fully and completely inclusive of all attorney's fees and costs incurred by counsel for the Plaintiff and interest;

b. Plaintiff agrees that, but for this General Release, they would not be entitled to the aforesaid payment and other terms of settlement described in the subsections under this paragraph;

c. The settlement amount shall be paid by Defendants' insurance carriers in the form of one or more checks. Payment shall be made within thirty (30) days upon receipt by David P. Schroth, Esquire of Montenegro, Thompson, Montenegro & Genz of an original of this Release executed by the Plaintiff, along with a signed original of a Stipulation of Dismissal with Prejudice ("Stipulation") in the matter bearing Civil Action No. 3:15-CV-2269-PGS-LHG, a W-9 executed by Plaintiff's counsel, and a Child Support Judgment Search of the Plaintiff as required by the applicable statute;

d. Tax Consequences. The parties understand and agree that an IRS Form 1099 designated in a settlement amount as other income will be issued. Plaintiff 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. Plaintiff 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 the Defendants with respect to her settlement, Plaintiff will fully and completely indemnify the Defendants for any sums the Defendants may be required to pay, including reasonable attorney's fees and costs. It is the intent of the parties that the payments in paragraph 1(a) above will be the Defendant's total payments to or for the benefit of Plaintiff. Plaintiff acknowledges and agrees that she is solely and completely responsible for any tax obligations, liabilities, or consequences arising out of the execution of this General Release and the payment under paragraph 1. The Parties intend this payment to compensate Plaintiff for emotional distress and related injuries. Should it be determined that any portion of the payment described in paragraph 1 is taxable, Plaintiff shall be solely responsible for same. Plaintiff further agrees that they shall indemnify and hold harmless Defendants for any and all claims, liabilities or consequences arising out of any unsatisfied tax obligations or liabilities. Plaintiff acknowledges that neither Defendants, nor any of its representatives or attorneys, nor Plaintiff's attorney, has made any promise, representation, or warranty, express or implied, regarding the tax consequences of the payment under paragraph 1. Plaintiff agrees and understands that her attorney has instructed them to consult with an accountant or other tax professional regarding the tax treatment of the sums paid pursuant to this General Release.

e. Plaintiff, [REDACTED] certifies and warrants to the Defendants that she has no outstanding judgments for child support and that an appropriate judgment search has been conducted. Plaintiff agrees to provide a copy of said judgment search to the Defendants in accordance with the applicable statute as part of the settlement. In the event Plaintiff has outstanding child support judgments, Plaintiff hereby agrees that she will satisfy all such outstanding judgments out of the proceeds of this settlement and that she will fully and completely indemnify the Defendants for any sums the Defendants may be required to pay, including reasonable attorney's fees and costs, with respect to any such outstanding judgments: and

f. Plaintiff's allegations against the Defendants arise out of alleged conduct which she claims caused personal injury, infliction of emotional distress and other related damages.

2. Dismissal of Action: Plaintiff understands and agrees that David P. Schroth, Esquire, of counsel, Montenegro, Thompson, Montenegro & Genz, counsel for Defendants, will file the executed original of the Stipulation of Dismissal with Prejudice with the United States District Court for the District of New Jersey, Trenton Vicinage. The Plaintiff understands and agrees that the terms of the aforesaid dismissal are expressly incorporated by reference with this General Release as if fully set forth herein.

3. Release in Consideration for the Payment and the Consideration Provided for in This Agreement. Plaintiff personally and for her spouse, her estate and/or heirs waives, releases

and gives 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 she may have against respective successor and assigns, heirs, executors and personal or legal representatives, based upon any act, event or omission occurring before the execution of this Release including, but not limited to, any events related to, arising from or relating to or association with the Defendant, TOMS RIVER REGIONAL BOARD OF EDUCATION. Plaintiff specifically waives, releases and gives up any and all claims arising from or relating to or association with the Defendants based upon any act, event or omission occurring before the execution of this settlement, including but limited to, any claim that was asserted or could have been asserted under any Federal and/or State statutes, regulations and/or common law, expressly including, but not limited to any potential claim regarding:

- a. The National Labor Relations Act;
- b. Title VII of the Civil Rights Act of 1964;
- c. Sections 1981 through 1988 of Title 42 of the United States Code;
- d. The Employment Retirement Income Security Act of 1974;
- e. The Immigration Reform Control Act;
- f. The Americans with Disabilities' Act of 1990;
- g. The Age Discrimination & Employment Act of 1967;
- h. The Fair Labor Standards;
- i. The Occupational Safety & Health Act;
- j. The Family & Medical Leave Act of 1993;
- k. The Equal Pay Act;
- l. The New Jersey Law Against Discrimination;
- m. The New Jersey Minimum Wage Law;
- n. The Equal Pay Law for New Jersey;
- o. The New Jersey Worker Health & Safety Act;
- p. The New Jersey Family Leave Act;
- q. The New Jersey Conscientious Employee Protection Act;

r. Any anti-retaliation, anti-harassment, anti-discrimination and any anti-hostile work environment provision of any statute or law;

s. Any other federal, state or local, civil or human right law or any other local, state or federal law, regulation or ordinance, any, provision of any federal state constitution, any public policy, contract, tort or common law, or any losses, injuries or damages (including back pay, front pay, liquidated, compensatory or punitive damages, attorney's fees and costs).

t. Any common law claims for negligence, assault, battery, infliction of emotional distress and any and all other common law claims arising out of this litigation; and

u. 42 U.S.C. § 1983, 1988.

4. Attorney's Fees and Costs. Plaintiff agrees that no amounts other than the payments to be made pursuant to paragraph 1 of this Release shall be sought by or owed to Plaintiff or her attorney in connection with this matter.

5. No Admission of Liability. It is expressly understood that neither the execution of this Agreement nor any other action taken by the Defendants in connection with Plaintiff's alleged claims or this settlement, constitutes an admission by the Defendants of any violation of any law, duty or obligation, or that any decisions or actions taken in connection with Plaintiff was unwarranted, unjustified, retaliatory, discriminatory, wrongful or otherwise unlawful. It is further understood that the Defendants have entered into this Agreement for reasons other than the merits of Plaintiff's claims including to avoid the cost of litigation and that the Defendants specifically deny any liability to Plaintiff or to any other person.

6. Entire Agreement. This Release contains the sole and entire Agreement between the parties hereto and fully supersedes any and all prior Agreements and understandings pertaining to the subject matter hereof. Plaintiff represents and acknowledges that, prior to executing this Release, she consulted her attorneys Robert D. Salaman, Esq. and The Akin Law Group PLLC and had ample time to do so, obtained the advice of counsel prior to making the decision to execute the Release, and that Plaintiff has not relied upon any representation or statement not set forth in this Release made by any other party thereto, or their counsel or representatives, with regard to the subject matter of this 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 Release.

7. Severability. Plaintiff agrees that if any Court declares any portion of this Agreement unenforceable, the remaining portion shall be fully enforceable.

8. Applicable Law. This General Release shall be construed and interpreted in accordance with the laws of the State of New Jersey. Plaintiff agrees that any action to enforce or interpret this Release shall only be brought in by a court of competent jurisdiction of the State of New Jersey or the Federal Courts of New Jersey.

9. No Claims Permitted/Covenant Not to Sue: Plaintiff waives Plaintiff's right to file any charge or complaint on Plaintiff's 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 Plaintiff's behalf, with respect to anything which has happened up to execution of this General Release before any federal, state or local court or administrative agency against the Defendants, its employees, agents and representative except if such waiver is prohibited by law. Should any charge or complaint be filed, Plaintiff agrees that Plaintiff will not accept any relief or recovery therefrom. Plaintiff confirms that no such charge, complaint or action exists in any forum or form other than the Complaint bearing Civil Action No. 3:15-CV-2269-PGS-LHG and covenant not to file any charge, complaint or action in any forum or form against the Defendants based upon anything which is encompassed by the terms of this General Release. Except as prohibited by law, in the event that any such charge, complaint or action is filed by Plaintiff, it shall be dismissed with prejudice upon presentation of this General Release and Plaintiff shall reimburse the Defendants for the cost, including attorney's fees of defending any such action.

10. Notice of Subpoena and/or Deposition: Should Plaintiff be served by any person or entity other than Defendant with a deposition notice; subpoena or Court Order that relates to any proceeding in which Defendant are parties, or in which Plaintiffs have any reason to believe that Plaintiff's testimony or any other information may be sought as to Defendants, Plaintiffs shall promptly advise Plaintiffs' counsel, Robert D. Salaman, Esq. and The Akin Law Group PLLC, who will then promptly advise the attorney for the Defendant, Ben A. Montenegro, Esq. of the same. Plaintiff shall also promptly cause a copy of such deposition notice, subpoena or Court Order to be forwarded promptly to the law firm of The Akin Law Group PLLC. Plaintiff or Plaintiff's counsel will also ensure that Ben A. Montenegro, Esq. will promptly receive a copy of such deposition notice, subpoena or Court Order at Montenegro, Thompson, Montenegro & Genz, 531 Burnt Tavern Road, Brick, NJ 08724; phone 732-295-4500; fax 732-295-2530.

11. Inadmissibility of Release and Settlement Agreement: The parties agree that this Agreement and the terms relating to the settlement contained herein shall be inadmissible in any other proceeding(s) except in an action to enforce this Agreement.

12. No Cooperation/Participation: Plaintiff covenants and agrees that Plaintiff will not provide information or consulting advice or counsel to, or otherwise cooperate with or assist in any manner, any entity or person, including, but not limited to, any employee or former employee of the Defendants asserting, or seeking to assert any cause of action, charge for any claim whatsoever against the Defendants unless compelled to do so by force of law or subpoena, with respect to any matter that is the subject of this action.

13. Agreement Not to Disparage (Verification of former employment): In further consideration for the above, Plaintiff shall not, in any manner whatsoever, make any disparaging remarks or comments whatsoever about the Defendants and/or any of their current or former employees, officers and/or directors, and/or board members, and/or their work, services, or to otherwise take any action that would adversely affect their personal or professional reputations. Defendants agree to direct the current Superintendent of the Toms River Board of Education (and his successors), current Assistant Superintendents of schools (and their successors), current

board members of the Toms River Board of Education and the Business Administrator (and his successors) not to issue any communication, written, verbal or otherwise that disparages, criticizes, or otherwise reflects adversely upon the Plaintiff. Plaintiff agrees to direct all inquiries concerning verification of her employment with Toms River Board of Education to the Director of Personnel and Benefits, or her successor, who will be directed to confirm only the dates of Plaintiff's employment with Defendants and last position held.

14. Separation/No Contact. Plaintiff covenants and agrees, to not seek employment with the Defendant at any time in the future. Plaintiff covenants and agrees to not enter upon the premises of the Defendant at any time in the future, except as a visitor as any other member of the public and pursuant to District policies, rules and regulations for visitors.

15. Liens. In reaching this Release, the parties have paid consideration and attention to possible entitlement to the Plaintiff, [REDACTED] receipt of Medicare or Medicaid benefits under 42 U.S.C. § 1395(y) as well as the entitlement of the Centers for Medicare and Medicaid Services to subrogation and intervention pursuant to 42 U.S.C. § 1395(y)(b)(2) to recover any overpayment made by Medicare. It is not the purpose of this Release to shift to Medicare or Medicaid the responsibility for the payment of medical expenses for the treatment of injury-related conditions. This settlement is intended to provide the Plaintiff, [REDACTED] with a lump sum which will foreclose Defendants' responsibility for payments of any injury-related medical expenses, including, but not limited to, funds for non-Medicare covered or non-reimbursable medical expenses.

Plaintiff further agrees to hold harmless and indemnify Defendants from any cause of action, including, but not limited to, an action to recover or recoup Medicare or Medicaid benefits or loss of Medicare or Medicaid benefits, if the Center for Medicare or Medicaid Services determine that the money set aside was spent inappropriately or for any recovery sought by Medicare or Medicaid including past, present and future conditional payments. The settlement proceeds available to Plaintiff, [REDACTED] shall be utilized for any claim for conditional payments made by Medicare or Medicaid including past, present and future.

Furthermore, in accordance with Perreira v. Rediger, 330 N.J. Super. 445 (App. Div. 2000), and all applicable law, Plaintiff personally guarantees and warrants that all liens and/or monetary obligations owed, whether public, private or otherwise, for any medical, wage or other benefits received by the Plaintiff, [REDACTED] or paid by any third party on the Plaintiff, [REDACTED] behalf for any reason related to the subject matter of this action have been satisfied and paid off in their entirety out of the proceeds of this settlement. Plaintiff, [REDACTED] further agrees and warrants that in the event any third party seeks to recover outstanding liens or judgments against the Plaintiff, [REDACTED] from the Defendants with regard to the settlement, Plaintiff will fully and completely indemnify the Defendants for any sums the Defendants may be required to pay, including attorneys' fees and costs.

16. Medicare Set-Aside: It is further understood and agreed, to the extent applicable, Plaintiff covenants that she will set aside funds necessary in any approved Medicare Set-Aside Account, to pay for any anticipated future medical and/or health care needs of Plaintiff, for any injury and/or condition that requires treatment that arises from the injuries related and/or cause

by the accident in question. In the alternative, Plaintiff shall, in concert and consultation with appropriate counsel, aver and covenant that she does not presently anticipate that she will require medical and/or health care treatment for any injuries and/or conditions related and/or arising from the claims set forth herein. Further, should funds not be placed in an approved Medicare /Set-Aside Account for Plaintiff, and care and treatment for injuries and/or conditions allegedly related to the claims referenced herein be subsequently sought, then Plaintiff covenants and represents to the Released Parties, their insurance carriers, their attorneys and others in privity with them, that Plaintiff will not submit nor seek payment for said medical care from Medicare and/or any other government funded program. This covenant and representation shall be included as part of the indemnification obligations of Plaintiff stated herein.

17. **Medicare Information:** It is understood and agreed that the information provided below will be provided to The Centers for Medicare and Medicaid Services pursuant to The Medicare, Medicaid and SCHIP Extension Act of 2007.

Full name as it appears on your
Social Security Card

[REDACTED]

Social Security Number

[REDACTED]

Address

[REDACTED]

Date of Birth

[REDACTED]

Medicare Health Insurance Claim
Number (HICN)(if applicable)

Gender

[REDACTED]

18. **Strict Adherence:** The failure of the parties to insist upon strict adherence to any term of this General Release and Settlement Agreement on any occasion shall not be considered a waiver thereof or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of the Agreement.

19. **No Assignment:** No party to this General Release 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.

20. No Waiver of Breach: The waiver of any provision of this General Release shall not be construed to operate as a waiver of any subsequent breach.

21. Effective Date: This General Release will become effective on the date on which the parties have executed this General Release.

BY SIGNING THIS AGREEMENT, PLAINTIFF, [REDACTED] AGREES THAT:

- a. Plaintiff has read it;
- b. Plaintiff understands it and knows that plaintiff is giving up important rights, and that Plaintiff is giving up any such rights or claims in exchange for a payment to which Plaintiff was not already entitled;
- c. Plaintiff agrees to abide by all of Plaintiff's obligations in said agreement;
- d. Plaintiff's attorney negotiated this Settlement Agreement and Release with Plaintiff's knowledge and consent;
- e. Plaintiff has been advised to consult with Plaintiff's attorney prior to executing this Settlement Agreement and Release, and have in fact done so;
- f. Plaintiff has signed this Settlement Agreement and Release knowingly and voluntarily.

PLEASE READ CAREFULLY. THIS AGREEMENT HAS IMPORTANT LEGAL CONSEQUENCES.

[REDACTED]

By:

[REDACTED]

State of New Jersey:

ss

County of Ocean:

I CERTIFY that on March 24, 2017, [REDACTED] personally came before me and acknowledged under oath, to my satisfaction, that this person is named in and personally signed this document; and signed, sealed and delivered this document as her act and deed.

My Commission expires: 7/30/18

[REDACTED]

GENERAL RELEASE AND SETTLEMENT AGREEMENT

THIS GENERAL RELEASE (hereinafter "this Release") is entered into by and between [REDACTED] (hereinafter "Plaintiff") and **TOMS RIVER REGIONAL BOARD OF EDUCATION** and [REDACTED] and its past and present officers, employees and agents (hereinafter "Defendants"), the Defendants' insurance carriers and any of their 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 carriers").

WHEREAS, Plaintiff, [REDACTED] filed a Complaint against Defendants and others in the United States District Court for the District of New Jersey, Trenton Vicinage, entitled [REDACTED] v. Toms River Regional Board of Education, et al, bearing Civil Action No. 3:15CV-01078 PGS-LHG, and have asserted claims against the Defendants in connection with alleged events arising out of Plaintiff's employment in the Toms River Regional School District; and

WHEREAS, the parties settled all controversies between them, including Plaintiff's claims bearing Civil Action NO. 3:15-CV-01078-PGS-LHG, and any and all related claims which could have been asserted, whether they are presently known or unknown; and

WHEREAS, Defendants vigorously and wholly denies each and every allegation made by Plaintiff, and entered into this settlement for reasons other than the merits of the 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 Defendants, by and through its insurance carriers, hereby agrees to pay Plaintiff, [REDACTED] the total settlement amount of ONE HUNDRED FIFTY THOUSAND DOLLARS and 00/100 (\$150,000.00), said settlement amount being fully and completely inclusive of all attorney's fees and costs incurred by counsel for the Plaintiff and interest;

b. Plaintiff agrees that, but for this General Release, they would not be entitled to the aforesaid payment and other terms of settlement described in the subsections under this paragraph;

c. The settlement amount shall be paid by Defendants' insurance carriers in the form of one or more checks. Payment shall be made within thirty (30) days upon receipt by David P. Schroth, Esquire of Montenegro, Thompson, Montenegro & Genz of an original of this Release executed by the Plaintiff, along with a signed original of a Stipulation of Dismissal with Prejudice ("Stipulation") in the matter bearing Civil Action No. 3:15-CV-0178-PGS-LHG, a W-

9 executed by Plaintiff's counsel, and a Child Support Judgment Search of the Plaintiff as required by the applicable statute;

d. Tax Consequences. The parties understand and agree that an IRS Form 1099 designated in a settlement amount as other income will be issued. Plaintiff 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. Plaintiff 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 the Defendants with respect to her settlement, Plaintiff will fully and completely indemnify the Defendants for any sums the Defendants may be required to pay, including reasonable attorney's fees and costs. It is the intent of the parties that the payments in paragraph 1(a) above will be the Defendant's total payments to or for the benefit of Plaintiff. Plaintiff acknowledges and agrees that she is solely and completely responsible for any tax obligations, liabilities, or consequences arising out of the execution of this General Release and the payment under paragraph 1. The Parties intend this payment to compensate Plaintiff for emotional distress and related injuries. Should it be determined that any portion of the payment described in paragraph 1 is taxable, Plaintiff shall be solely responsible for same. Plaintiff further agrees that they shall indemnify and hold harmless Defendants for any and all claims, liabilities or consequences arising out of any unsatisfied tax obligations or liabilities. Plaintiff acknowledges that neither Defendants, nor any of its representatives or attorneys, nor Plaintiff's attorney, has made any promise, representation, or warranty, express or implied, regarding the tax consequences of the payment under paragraph 1. Plaintiff agrees and understands that her attorney has instructed them to consult with an accountant or other tax professional regarding the tax treatment of the sums paid pursuant to this General Release.

e. Plaintiff, [REDACTED] certifies and warrants to the Defendants that she has no outstanding judgments for child support and that an appropriate judgment search has been conducted. Plaintiff agrees to provide a copy of said judgment search to the Defendants in accordance with the applicable statute as part of the settlement. In the event Plaintiff has outstanding child support judgments, Plaintiff hereby agrees that she will satisfy all such outstanding judgments out of the proceeds of this settlement and that she will fully and completely indemnify the Defendants for any sums the Defendants may be required to pay, including reasonable attorney's fees and costs, with respect to any such outstanding judgments; and

f. Plaintiff's allegations against the Defendants arise out of alleged conduct which she claims caused personal injury, infliction of emotional distress and other related damages.

2. Dismissal of Action: Plaintiff understands and agrees that David P. Schroth, Esquire, of counsel, Montenegro, Thompson, Montenegro & Genz, counsel for Defendants, will file the executed original of the Stipulation of Dismissal with Prejudice with the United States District Court for the District of New Jersey, Trenton Vicinage. The Plaintiff understands and agrees that the terms of the aforesaid dismissal are expressly incorporated by reference with this General Release as if fully set forth herein.

3. Release in Consideration for the Payment and the Consideration Provided for in This Agreement. Plaintiff personally and for her spouse, her estate and/or heirs waives, releases and gives 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 she may have against respective successor and assigns, heirs, executors and personal or legal representatives, based upon any act, event or omission occurring before the execution of this Release including, but not limited to, any events related to, arising from or relating to or association with the Defendant, TOMS RIVER REGIONAL BOARD OF EDUCATION. Plaintiff specifically waives, releases and gives up any and all claims arising from or relating to or association with the Defendants based upon any act, event or omission occurring before the execution of this settlement, including but limited to, any claim that was asserted or could have been asserted under any Federal and/or State statutes, regulations and/or common law, expressly including, but not limited to any potential claim regarding:

- a. The National Labor Relations Act;
- b. Title VII of the Civil Rights Act of 1964;
- c. Sections 1981 through 1988 of Title 42 of the United States Code;
- d. The Employment Retirement Income Security Act of 1974;
- e. The Immigration Reform Control Act;
- f. The Americans with Disabilities' Act of 1990;
- g. The Age Discrimination & Employment Act of 1967;
- h. The Fair Labor Standards;
- i. The Occupational Safety & Health Act;
- j. The Family & Medical Leave Act of 1993;
- k. The Equal Pay Act;
- l. The New Jersey Law Against Discrimination;
- m. The New Jersey Minimum Wage Law;
- n. The Equal Pay Law for New Jersey;
- o. The New Jersey Worker Health & Safety Act;
- p. The New Jersey Family Leave Act;

- q. The New Jersey Conscientious Employee Protection Act;
- r. Any anti-retaliation, anti-harassment, anti-discrimination and any anti-hostile work environment provision of any statute or law;
- s. Any other federal, state or local, civil or human right law or any other local, state or federal law, regulation or ordinance, any, provision of any federal state constitution, any public policy, contract, tort or common law, or any losses, injuries or damages (including back pay, front pay, liquidated, compensatory or punitive damages, attorney's fees and costs).
- t. Any common law claims for negligence, assault, battery, infliction of emotional distress and any and all other common law claims arising out of this litigation; and
- u. 42 U.S.C. § 1983, 1988.

4. Attorney's Fees and Costs. Plaintiff agrees that no amounts other than the payments to be made pursuant to paragraph 1 of this Release shall be sought by or owed to Plaintiff or her attorney in connection with this matter.

5. No Admission of Liability. It is expressly understood that neither the execution of this Agreement nor any other action taken by the Defendants in connection with Plaintiff's alleged claims or this settlement, constitutes an admission by the Defendants of any violation of any law, duty or obligation, or that any decisions or actions taken in connection with Plaintiff was unwarranted, unjustified, retaliatory, discriminatory, wrongful or otherwise unlawful. It is further understood that the Defendants have entered into this Agreement for reasons other than the merits of Plaintiff's claims including to avoid the cost of litigation and that the Defendants specifically deny any liability to Plaintiff or to any other person.

6. Entire Agreement. This Release contains the sole and entire Agreement between the parties hereto and fully supersedes any and all prior Agreements and understandings pertaining to the subject matter hereof. Plaintiff represents and acknowledges that, prior to executing this Release, she consulted her attorneys Zafer Akin, Esq., Gulsah Senol, Esq. and The Akin Law Group and had ample time to do so, obtained the advice of counsel prior to making the decision to execute the Release, and that Plaintiff has not relied upon any representation or statement not set forth in this Release made by any other party thereto, or their counsel or representatives, with regard to the subject matter of this 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 Release.

7. Severability. Plaintiff agrees that if any Court declares any portion of this Agreement unenforceable, the remaining portion shall be fully enforceable.

8. Applicable Law. This General Release shall be construed and interpreted in accordance with the laws of the State of New Jersey. Plaintiff agrees that any action to enforce

or interpret this Release shall only be brought in by a court of competent jurisdiction of the State of New Jersey or the Federal Courts of New Jersey.

9. No Claims Permitted/Covenant Not to Sue: Plaintiff waives Plaintiff's right to file any charge or complaint on Plaintiff's 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 Plaintiff's behalf, with respect to anything which has happened up to execution of this General Release before any federal, state or local court or administrative agency against the Defendants, its employees, agents and representative except if such waiver is prohibited by law. Should any charge or complaint be filed, Plaintiff agrees that Plaintiff will not accept any relief or recovery therefrom. Plaintiff confirms that no such charge, complaint or action exists in any forum or form other than the Complaint bearing Civil Action No. 3:15-CV-0178-PGS-LHG and covenant not to file any charge, complaint or action in any forum or form against the Defendants based upon anything which is encompassed by the terms of this General Release. Except as prohibited by law, in the event that any such charge, complaint or action is filed by Plaintiff, it shall be dismissed with prejudice upon presentation of this General Release and Plaintiff shall reimburse the Defendants for the cost, including attorney's fees of defending any such action.

10. Notice of Subpoena and/or Deposition: Should Plaintiff be served by any person or entity other than Defendant with a deposition notice; subpoena or Court Order that relates to any proceeding in which Defendant are parties, or in which Plaintiffs have any reason to believe that Plaintiff's testimony or any other information may be sought as to Defendants, Plaintiffs shall promptly advise Plaintiffs' counsel, Zafer Akin, Esq., Gulsah Senol and The Akin Law Group, who will then promptly advise the attorney for the Defendant, Ben A. Montenegro, Esq. of the same. Plaintiff shall also promptly cause a copy of such deposition notice, subpoena or Court Order to be forwarded promptly to the law firm of The Akin Law Group. Plaintiff or Plaintiff's counsel will also ensure that Ben A. Montenegro, Esq. will promptly receive a copy of such deposition notice, subpoena or Court Order at Montenegro, Thompson, Montenegro & Genz, 531 Burnt Tavern Road, Brick, NJ 08724; phone 732-295-4500; fax 732-295-2530.

11. Inadmissibility of Release and Settlement Agreement: The parties agree that this Agreement and the terms relating to the settlement contained herein shall be inadmissible in any other proceeding(s) except in an action to enforce this Agreement.

12. No Cooperation/Participation: Plaintiff covenants and agrees that Plaintiff will not provide information or consulting advice or counsel to, or otherwise cooperate with or assist in any manner, any entity or person, including, but not limited to, any employee or former employee of the Defendants asserting, or seeking to assert any cause of action, charge for any claim whatsoever against the Defendants unless compelled to do so by force of law or subpoena, with respect to any matter that is the subject of this action.

13. Agreement Not to Disparage (Verification of former employment): In further consideration for the above, Plaintiff shall not, in any manner whatsoever, make any disparaging remarks or comments whatsoever about the Defendants and/or any of their current or former employees, officers and/or directors, and/or board members, and/or their work, services, or to

otherwise take any action that would adversely affect their personal or professional reputations. Defendants agree to direct the current Superintendent of the Toms River Board of Education (and his successors), current Assistant Superintendents of schools (and their successors), current board members of the Toms River Board of Education and the current Business Administrator (and his successors) not to issue any communication, written, verbal or otherwise that disparages, criticizes, or otherwise reflects adversely upon the Plaintiff. Plaintiff agrees to direct all inquiries concerning verification of her employment with Toms River Board of Education to the Director of Personnel and Benefits, or her successor, who will be directed to confirm only the dates of Plaintiff's employment with Defendants and last position held.

14. Separation/No Contact. Plaintiff covenants and agrees, to not seek employment with the Defendant at any time in the future. Plaintiff shall have access to the Defendant's premises for any reason related to her [REDACTED] who currently attends High School East, for any medical or non-medical emergency related to her [REDACTED] who currently works at High School North/Pine Belt Arena, for [REDACTED] who may attend a Toms River Board of Education School in the future, but pursuant to the District's Policies, rules and regulations for visitors; and for her employment with [REDACTED] which provides catering services for certain events taking place at the premises of the Defendants. Plaintiff's presence with regard to her catering services through [REDACTED] will be limited only to the catering preparation area, located at the back of the Pine Belt Arena, and nowhere else. To the extent possible, Plaintiff [REDACTED] shall give no less than 48 hours notice to defendant Toms River Board of Education in writing via email to The Business Administrator and/or his successor(s) of her pending presence on the defendant's premises to work an event for [REDACTED]. As a taxpaying resident of the Town of Toms River, Plaintiff will be permitted to attend any ticketed or non-ticketed event open to the public or public function taking place on the premises of the Defendant. The parties agree that the aforementioned provisions constitute good and valuable consideration for the Agreement.

15. Liens. In reaching this Release, the parties have paid consideration and attention to possible entitlement to the Plaintiff [REDACTED] receipt of Medicare or Medicaid benefits under 42 U.S.C. § 1395(y) as well as the entitlement of the Centers for Medicare and Medicaid Services to subrogation and intervention pursuant to 42 U.S.C. § 1395(y)(b)(2) to recover any overpayment made by Medicare. It is not the purpose of this Release to shift to Medicare or Medicaid the responsibility for the payment of medical expenses for the treatment of injury-related conditions. This settlement is intended to provide the Plaintiff, [REDACTED] with a lump sum which will foreclose Defendants' responsibility for payments of any injury-related medical expenses, including, but not limited to, funds for non-Medicare covered or non-reimbursable medical expenses.

Plaintiff further agrees to hold harmless and indemnify Defendants from any cause of action, including, but not limited to, an action to recover or recoup Medicare or Medicaid benefits or loss of Medicare or Medicaid benefits, if the Center for Medicare or Medicaid Services determine that the money set aside was spent inappropriately or for any recovery sought by Medicare or Medicaid including past, present and future conditional payments. The settlement proceeds available to Plaintiff [REDACTED] shall be utilized for any claim for conditional payments made by Medicare or Medicaid including past, present and future.

Furthermore, in accordance with Perreira v. Rediger, 330 N.J. Super. 445 (App. Div. 2000), and all applicable law, Plaintiff personally guarantees and warrants that all liens and/or monetary obligations owed, whether public, private or otherwise, for any medical, wage or other benefits received by the Plaintiff, [REDACTED] or paid by any third party on the Plaintiff, [REDACTED] behalf for any reason related to the subject matter of this action have been satisfied and paid off in their entirety out of the proceeds of this settlement. Plaintiff, [REDACTED] further agrees and warrants that in the event any third party seeks to recover outstanding liens or judgments against the Plaintiff, [REDACTED] from the Defendants with regard to the settlement, Plaintiff will fully and completely indemnify the Defendants for any sums the Defendants may be required to pay, including attorneys' fees and costs.

16. Medicare Set-Aside: It is further understood and agreed, to the extent applicable, Plaintiff covenants that she will set aside funds necessary in any approved Medicare Set-Aside Account, to pay for any anticipated future medical and/or health care needs of Plaintiff, for any injury and/or condition that requires treatment that arises from the injuries related and/or cause by the accident in question. In the alternative, Plaintiff shall, in concert and consultation with appropriate counsel, aver and covenant that she does not presently anticipate that she will require medical and/or health care treatment for any injuries and/or conditions related and/or arising from the claims set forth herein. Further, should funds not be placed in an approved Medicare /Set-Aside Account for Plaintiff, and care and treatment for injuries and/or conditions allegedly related to the claims referenced herein be subsequently sought, then Plaintiff covenants and represents to the Released Parties, their insurance carriers, their attorneys and others in privity with them, that Plaintiff will not submit nor seek payment for said medical care from Medicare and/or any other government funded program. This covenant and representation shall be included as part of the indemnification obligations of Plaintiff stated herein.

17. Medicare Information: It is understood and agreed that the information provided below will be provided to The Centers for Medicare and Medicaid Services pursuant to The Medicare, Medicaid and SCHIP Extension Act of 2007 the following: Medicare Health Insurance Claim Number (HICN)(if applicable), Social Security Number, Full name as it appears on your Social Security Card

18. Strict Adherence: The failure of the parties to insist upon strict adherence to any term of this General Release and Settlement Agreement on any occasion shall not be considered a waiver thereof or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of the Agreement.

19. No Assignment: No party to this General Release 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.

20. No Waiver of Breach: The waiver of any provision of this General Release shall not be construed to operate as a waiver of any subsequent breach.

PLEASE READ CAREFULLY. THIS AGREEMENT HAS IMPORTANT LEGAL CONSEQUENCES.

[Redacted]

By:

[Redacted]

Dated: 2/2/17

8/11/2018

[Redacted]

State of New Jersey:

ss [Redacted]

County of Ocean:

I CERTIFY that on 2-2-17, 2017, [Redacted] personally came before me and acknowledged under oath, to my satisfaction, that this person is named in and personally signed this document; and signed, sealed and delivered this document as her act and deed.

My Commission expires:

WITNESS:

[Redacted]

By:

[Redacted]

TOMS RIVER BOARD OF EDUCATION

Dated:

State of New Jersey:

ss

County of Ocean:

I CERTIFY that on 2.22.2017, 2017, [Redacted] personally came before me and acknowledged under oath, to my satisfaction, that this person is named in and personally signed this document; and signed, sealed and delivered this document as her act and deed.

My Commission expires:

[Redacted]

RONALD E. PRUSEK, ESQ. Atty ID No. 004441974
PETER M. DRAPER, ESQ. Atty ID No. 012112012
CARLUCCIO, LEONE, DIMON, DOYLE & SACKS, L.L.C.
Attorneys and Counsellors at Law
9 Robbins Street
Toms River, NJ 08753
732-797-1600
Attorneys for Defendants Toms River Regional Schools Board of Education, [REDACTED]

Our File #5876-048

[REDACTED]	SUPERIOR COURT OF NEW JERSEY LAW DIVISION /OCEAN COUNTY
Plaintiff,	
v.	DOCKET NO. OCN-L-1414-15
TOMS RIVER REGIONAL SCHOOLS BOARD OF EDUCATION; [REDACTED]	Civil Action
[REDACTED]	
Defendants.	

SETTLEMENT AGREEMENT & GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE (hereinafter "Agreement") is made by and between [REDACTED] (hereinafter "Plaintiff") and the Toms River Regional Schools Board of Education, [REDACTED] and Argonaut Insurance Company and Trident Insurance Services (hereinafter "Defendants"). The signatories may be referred to as "the Parties."

RECITALS

WHEREAS, the Plaintiff filed a Complaint against the Defendants in the Superior Court of New Jersey, Law Division: Ocean County under Docket Number OCN-L-1414-15 (hereinafter "Lawsuit"); and

WHEREAS, the Defendants filed an Answer to the Plaintiff's Complaint denying the

allegations; and

WHEREAS, the Parties have agreed to settle the disputes which are the basis for the Lawsuit, in accordance with the terms and conditions set forth in this Agreement and without any admissions of liability as to the allegations in the Action, and to fully and finally settle all of their claims against each other, including those asserted and not asserted in the lawsuit, and all other actions and claims, which the Parties, have, had, or may have against each other up to the date of this Agreement; and

NOW, IN CONSIDERATION of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. The Settlement Payment. The Defendants shall pay to the Plaintiff the sum of Six Hundred Thousand Dollars (\$600,000.00) within forty-five (45) days from the date that this Agreement is fully executed by Plaintiff. Said amount will be paid to Plaintiff's attorneys, Dwyer & Barrett, L.L.C., in two (2) separate checks as follows:

A. A check in the amount of \$409,099.39 shall be issued payable to [REDACTED]

[REDACTED] There shall be no withholding from this check. This is a combined payment for attorneys' fees, costs and non-economic damages (including emotional distress). Of this payment, \$218,198.98 is for costs and attorneys' fees, and shall be reported to the taxing authorities on an IRS 1099 Form in Box 14 ("gross proceeds paid to an attorney"), issued to Dwyer & Barrett, L.L.C. The remaining \$190,900.51 is for non-economic damages, including emotional distress, and shall be reported to the taxing authorities on an IRS 1099 Form in Box 3 ("other income"), issued to [REDACTED] Dwyer & Barrett, L.L.C. shall be responsible for issuing the payments from its trust account once this check clears. Plaintiff

and Dwyer & Barrett, L.L.C. shall each provide Defendants with executed W-9 forms at the same time Plaintiff provides an executed copy of this Agreement.

B. Argonaut/Trident shall issue a check to the Toms River Board of Education (Plaintiff's former employer) in the amount of \$190,900.51 representing lost wages. Therefore, the Toms River Board of Education shall withhold the appropriate taxes, and then issue a net check to Dwyer & Barrett, L.L.C. in Trust for [REDACTED]. This amount shall be reported to the taxing authorities on an IRS W-2 Form issued to [REDACTED]. The calculation of the amount of federal income tax withheld shall be based on Table 7(a) in IRS Publication 15 (annual payroll period). Likewise, the calculation of the amount of New Jersey state income tax withheld shall be based on the annual payroll period, applying "Rate A" found in the New Jersey Division of Taxation Publication NJ-WT. Plaintiff shall provide Defendants with a new W-4 Form for calculating withholdings at the same time she executes this Agreement.

The Parties understand that Defendants are in no fashion providing Plaintiff with any legal or tax advice regarding the appropriate tax treatment of the foregoing payments, and Plaintiff is solely relying on her own tax and/or legal advisers regarding the tax treatment of the foregoing payments. Plaintiff is solely responsible for paying any taxes she owes for the payments she receives under this Section 1. Plaintiff will take full responsibility, and will hold Defendants harmless, in the event the taxing authorities disagree with the allocation of payments set forth in this Agreement, and will be responsible for any additional taxes, penalties or interest owed, except that Defendants remain responsible for paying the employer share of any payroll taxes owed for the payment under Section 1.B.

2. Dismissal With Prejudice. Plaintiff agrees to dismiss the Complaint against

Defendants with prejudice and any and all charges, complaints, claims, claims for attorneys' fees, applications and appeals relating to the Lawsuit entitled [REDACTED] v. Toms River Regional Schools Board of Education, [REDACTED] filed in the Superior Court of New Jersey, Law Division, Ocean County, Docket No. OCN-L-1414-15 will be dismissed. The Parties acknowledge that the settlement of the Lawsuit is contingent upon forgoing the continuation of this, or any, litigation of any and all pending claims between these Parties, which arise out of events which have transpired before and up to and including the date of the execution of this Agreement.

In connection with this provision, as a material term of the Agreement herein, the Parties agree to take whatever steps that shall be necessary in order to have the claims against Defendants in the Lawsuit dismissed with prejudice including executing and filing with the Court the Stipulation of Dismissal With Prejudice, a form of which is attached hereto as "Exhibit A."

3. Breach. Any party found in breach of this Agreement shall be liable for any and all damages incurred as a result of such breach.

4. Release. It is hereby understood and agreed that Plaintiff, for and in consideration of the payment of monies, release of claims, and/or other consideration set forth herein, does hereby irrevocably and unconditionally release and forever discharge for herself, her representatives, and assigns, Defendants and any related entities, and any and all of their predecessors, successors, assigns, agents, employees, members, and representatives and each of their employees, attorneys, agents, and all persons acting by, through, under or in concert with them, and all of their executors, administrators, successors, assigns, agents, and representatives, of and from all manner of action(s), cause(s) of action, and suit(s), including, but not limited to,

any claims for loss of wages, loss of income, loss of profits, medical expenses, claims for attorney's fees, interest, expenses and costs, which Plaintiff ever had, now has, or asserts, or may assert, for, upon or by reason of as to all matters, claims and controversies which were asserted or at issue or could have been asserted against Defendants in the Lawsuit for anything that has happened up to the date this Agreement is executed by Plaintiff.

5. No Additional Claims. Plaintiff does hereby covenant and promise that she will not hereafter file or cause to be filed on her behalf any charge, complaint, legal or administrative action of any nature before any court or administrative agency to assert any claim against Defendants arising out of the claims asserted in the Lawsuit, except as may be necessary to enforce this Agreement.

6. Satisfaction of Lien. Plaintiff further acknowledges that all claims for wages and medical expenses, paid or unpaid, and/or liens asserted for wages and medical expenses, paid or unpaid, will be satisfied from the proceeds of this Agreement.

7. Medicare. Plaintiff declares and expressly warrants that she is not Medicare eligible nor within thirty (30) months of becoming Medicare eligible; is not 65 years of age or older, and is not appealing a denial of Social Security benefits. Relying on these representations, no Medicare Set Aside Allocation ("MSA") is being established. In the event that this information is false or in any way incorrect, Releasor expressly warrants and agrees that said liens will be her responsibility and will be paid from these settlement proceeds with nothing further to be sought from Releasees.

8. No Admissions. This Agreement does not constitute an admission by Defendants of any wrongful action or violation of any Federal or State statute, rule, regulation, policy, procedure, or common law rights, or of any other possible or claimed violation of law or

rights. The Defendants specifically deny any wrongful action or conduct.

9. No Assignment. Plaintiff represents that she has not assigned to any third party any claim that Plaintiff has, may have, or believes she may have against Defendants.

10. Non-Disparagement. In further consideration of the above, the Parties agree and promise that they shall not, in any manner whatsoever, make any disparaging remarks or comments whatsoever about each other and/or any of their current or former employees, officers, and/or directors, and/or board members, and/or their work, services, or otherwise take any action that would adversely affect their personal or professional reputations.

11. Confidentiality. This Agreement, all of the terms and information contained herein, all of the negotiations leading to it, all of the communications generated pursuant to it, including any and all communications either written, oral, or electronic, concerning the settlement of the Lawsuit, whether made during the lawsuit or after the filing of the lawsuit, shall be kept strictly confidential by Plaintiff and Defendants, and shall not be disclosed to any person; corporation or other entity not a party to this Agreement, except as follows:

A. As permissible or allowable under Federal or State law (including the reporting of income to any relevant taxing authorities);

B. In response to a judicial Order (including a subpoena) compelling disclosure, or upon mutual agreement of the Parties hereto;

C. In response to a valid Open Public Records Act request served upon the Toms River Regional Schools Board of Education;

D. To parent, subsidiary, affiliate, associated, or parent companies of the Parties and their counsel who shall be bound by the terms and conditions hereof;

E. To insurers of any party, who shall be bound by the terms and conditions

hereof;

F. To auditors of or accountants or counsel or tax advisors to any party upon their request, who shall be bound by the terms and conditions hereof; and

G. As to Plaintiff, to members of her immediate family, including her [REDACTED] each of whom shall be first advised of and be bound by the confidentiality provision of this Agreement.

The Parties further agree that the confidentiality of this Agreement constitutes good and valuable consideration for the Agreement. The Parties shall cooperate to protect the confidentiality of this Agreement. Plaintiff acknowledges and agrees that she shall not in any way disclose or disseminate the terms and conditions of this Agreement on any social media platforms or applications, including but not limited to, Facebook, MySpace, YouTube, Twitter, Instagram, and/or SnapChat. The Parties understand and agree that this is an important and material part of the Agreement. If asked about the Lawsuit, the Parties shall respond that it has been either "concluded," or "settled" or "resolved to the satisfaction of all Parties." The Parties shall not provide any further information.

12. Binding on the Parties. This Agreement shall be binding upon and inure to the benefit of the Plaintiff and Defendants only and any of their respective heirs, legal or personal representatives, employees, officers, directors, successors, and assigns.

13. Binding Law. This Agreement shall be construed in accordance with the laws of the State of New Jersey.

14. No Third-Party Beneficiaries. This Agreement is intended to confer rights and benefits only on the Parties. Nothing in this Agreement is intended to give nor shall it give to anyone who is not named as Party to this Agreement.

15. Entire Agreement. The terms and conditions contained herein constitute the entire Agreement among the Plaintiff and Defendants with respect to the settlement of the Lawsuit. The Parties acknowledge and agree that in executing this document, they have not relied upon any statement, promise or representation, oral or written, not set forth herein. This Agreement contains the entire Agreement between the Parties as to settlement of their disputes. No amendment, modification, or addendum to this Agreement shall be effective unless in writing and dated subsequent to the date hereof and executed by the individuals and the duly authorized officers of the respective Parties. The requirement for such a writing shall apply to any waivers of the requirement of a written modification pursuant to this Paragraph and this shall be deemed an essential term of the Agreement.

16. Severability. Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity and enforceability of the remaining parts, terms or provisions shall not be affected thereby and said illegal, unenforceable, or invalid part, term, or provisions shall be deemed not to be part of this agreement.

17. Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing and delivery shall be deemed to have been made (i) three (3) business days following the date when such notice is deposited in first-class U.S. Mail, postage prepaid and simultaneously sent by Certified U.S. Mail, postage prepaid, return receipt requested; or (ii) the business day following the date when such notice is deposited with any nationally-recognized overnight courier service to the Party and his/her counsel.

18. Inadmissibility of Agreement. This Agreement has been entered into in reliance upon the provisions of Rule 408 of the New Jersey Rules of Evidence, which precludes

the introduction of evidence regarding settlement negotiations in any legal proceeding. Evidence relating to the negotiation, terms, or facts of this Agreement shall not be admissible by Plaintiff or Defendants in any legal proceeding except to enforce the terms of this Agreement.

19. Authorization to Execute. The signatories of this Agreement represent that they are fully authorized to execute this Agreement and that all formalities attendant to the execution of this Agreement have been satisfied.

20. Voluntary Execution. The signatories of this Agreement acknowledge that they have carefully read and fully understand all of the terms of this Agreement, including the general release contained herein, and that the Parties have had a reasonable amount of time to consider the terms of this Agreement, and they enter into this Agreement knowingly and voluntarily and with the advice of counsel.

21. Captions. Any captions to paragraphs or subparagraphs of this Agreement are provided solely for the convenience of the Parties. They do not constitute and shall not be construed to constitute part of this Agreement and shall not be used as an aid in the interpretation of the Agreement or the contracting intent of the Plaintiff and Defendants.

22. Counterparts. The Parties may execute this Agreement in separate counterparts, each of which as so executed and delivered shall be deemed an original, but all of which taken together shall constitute one and the same Agreement.

23. Strict Adherence. The failure of the Parties to insist upon strict adherence to any of the terms of this Agreement on any occasion shall not be considered a waiver thereof or deprive that party of the right thereafter to insist upon strict adherence to that term or another term of this Agreement.

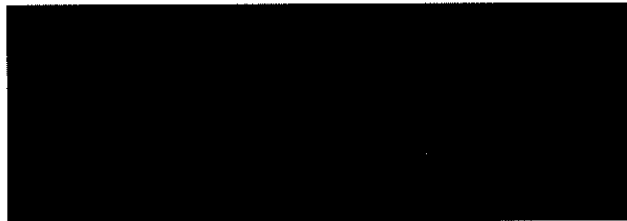
24. No Waiver of Breach. The waiver of any provision of this Agreement shall not be

construed to operate as a waiver of any subsequent breach.

25. Further Documents. The Parties agree to execute and deliver any and all further documents which may be required to effectuate this Agreement.

26. Effective Date. This Agreement will become effective on the date on which the Parties have executed this Agreement.

DATE: 11-16-17



DATE:

 for
TOMS RIVER REGIONAL SCHOOLS
BOARD OF EDUCATION, Defendant

DATE:



DATE: