

SETTLEMENT AGREEMENT AND RELEASE

This Agreement is being entered into on July 9, 2021 between the **TOWNSHIP OF VOORHEES**, for the benefit of itself, all related governmental agencies, departments and/or entities, its and their present, future and former officers, directors, employees, agents, elected and other officials, representatives, insurers, successors and assigns, both in their official and individual capacities, (hereinafter collectively referred to as **"THE TOWNSHIP"**) and **RICHARD TAYLOR** for the benefit of himself, his heirs and/or any one entitled to assume his rights hereunder, (hereinafter collectively referred to as **"MR. TAYLOR" OR "YOU" OR "YOUR"**), collectively referred to as "the Parties."

WHEREAS, a lawsuit containing claims filed by Mr. Taylor against the Township is pending in the Superior Court of New Jersey, Law Division, Camden County, under the caption of Taylor v. Township of Voorhees, et al., Civil Action No. CAM-L-1571-19 (referred to as "the Litigation");

WHEREAS, the Parties now wish to resolve this matter amicably without further litigation;

In exchange for the mutual promises set forth below, and intending to be legally bound the Parties hereby acknowledge and agree to the following terms and conditions:

1. **SETTLEMENT AND CONSIDERATION.** The parties hereby agree:
 - (a) In return for the release of all claims and fees against the Township, the Township and/or its insurer shall pay Mr. Taylor and/or Ms. Barasch or her firm the total sum of \$730,000.00. Such payment shall be made by three (3) separate checks as follows: one (1) check made payable to "Richard Taylor" in the amount of \$500,000.00 subject to the issuance of a 1099 to Mr. Taylor, to be marked as "Other Income"/Line 3 which shall be issued by the Township's insurer; and two (2) checks made payable to "Schall & Barasch, LLC" totaling the amount of \$230,000.00, subject to the issuance of a 1099 to Schall & Barasch, to be marked "Gross Proceeds Paid to an Attorney, Line 10" (one (1) check from the Township in the amount of \$150,000.00 and one (1) check from the Township's insurer in the amount of \$80,000.00). There shall be no withholdings from such payments and the Township and/or the Township's insurer shall issue a 1099 to Mr. Taylor and/or Schall & Barasch LLC for such payments as set forth above. The Township and/or the Township's insurer will provide such payment within forty-five (45) days of receipt of the executed Agreement, or the Township's receipt of all of the last of the documents as specified below in paragraph 1(b).
 - (b) Such Settlement payment is contingent upon Mr. Taylor's execution of this Agreement as well as a Stipulation of Dismissal with prejudice as to the Township and a separate Stipulation of Dismissal with prejudice as to defendant Louis Bordi to be filed with the Court. All payments are also subject to the execution of one (1) W9 from both Mr. Taylor and Schall & Barasch, LLC as well as a child support judgment search report.

- (c) Mr. Taylor and his attorney, respectively, agree they are solely responsible for any state and/or federal tax obligations related to any payments made hereunder and the Township and/or its insurer has no obligation in that regard and have made no representations to Mr. Taylor or his counsel as to what, if any, state and/or federal tax obligations may arise from payment of these monies to Mr. Taylor and his attorney, respectively. If any action or proceeding shall be instituted against the Township and/or its insurer related to any alleged failure to make withholdings on such monies or Mr. Taylor's failure to pay taxes on such monies, Mr. Taylor hereby agrees to defend, indemnify and hold harmless the Township and/or its insurer in any such action and for any judgment which may be entered against it as well as reimburse the Township and/or its insurer for all reasonable attorneys' fees incurred. Any allocation of monies between Mr. Taylor and his attorney were determined and made solely by him and his attorney.
- (d) This Settlement Agreement has been approved by the Township's governing body at a duly held meeting of the Township's governing body on June 28, 2021.

2. **DISMISSAL OF LAWSUIT AND APPROVAL OF SETTLEMENT.**

As referenced above, the Parties agree to execute any and all documents which may be requested or required to effect the immediate dismissal with prejudice of the pending lawsuit against Defendant Louis Bordi. Likewise, the Parties agree to execute any and all documents which may be requested or required to effect the dismissal of the pending lawsuit against the Township, with prejudice immediately upon their execution of this Agreement.

3. **RELEASE.**

In exchange for the valuable consideration provided in this Agreement, Mr. Taylor hereby waives, relinquishes and forever releases the Township (as defined above and including Defendant Louis Bordi), and/or its insurer, from any and all rights or claims, known or unknown, asserted or unasserted, from the beginning of time up to and including the date of full execution of this Agreement, including but not limited to those claims asserted by him in the Litigation as defined above, including but not limited to any claims for harassment, discrimination, constructive discharge and/or wrongful termination with regards to any alleged protected activity, category, status or class, including but not limited to age, sex, religion, race, disability, or national origin, failure to accommodate, breach of contract, hostile work environment, wrongful discharge, retaliation, constructive discharge, as well as claims in tort, including but not limited to claims for misrepresentation, defamation, libel, interference with contract or prospective economic advantage, intentional and/or negligent infliction of emotional distress, personal injury, lost wages and/or benefits, and any other economic and/or non-economic damages whatsoever. Mr. Taylor specifically waives any rights that he may have under the Age Discrimination in Employment Act, New Jersey Law Against Discrimination, Conscientious Employee Protection Act, Title VII of the Civil Rights Act of 1964, Section 1981 and 1983, the

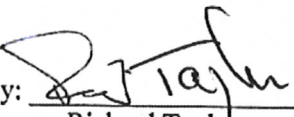
Americans With Disabilities Act, the Family and Medical Leave Act, the Equal Pay Act, the New Jersey and/or United States Constitutions, or any other federal, state or local law or ordinances and any common law claims under tort, contract or any other theories now or hereafter recognized or any claim related to any Township policy, procedure or plan. This releases all claims, including those of which Mr. Taylor is not aware and those not mentioned in this Release. This releases all claims, including those for counsel fees and/or costs related to any of the pending Litigation and all other matters, and each party shall bear their own attorneys fees and costs. This Release applies to claims resulting from anything which has happened up to now. Mr. Taylor hereby acknowledges, with this Agreement, he has been paid all wages, compensation, and benefits due to him as of this date. He further warrants and represents there is no workers compensation claim or work related injury which he allegedly suffered and of which he has not already notified the Township and/or their insurer.

4. **COVENANT NOT TO SUE.** You hereby warrant You have not filed any other litigation against the other Party, and/or the Township's insurer, except for the Litigation referenced above. Further, You agree that You will not file, charge, claim, sue or cause or permit to be filed any civil action, suit or legal proceeding seeking personal, equitable or monetary relief on his behalf in connection with any and all claims, known or unknown, asserted or unasserted, from the beginning of time up to and including the date of full execution of this Agreement; provided, however, it does not interfere with or limit Your protected right to participate in an investigation by or proceeding before the Equal Employment Opportunity Commission, National Labor Relations Board, or any comparable state or local agency or commission that investigates and enforces anti-discrimination laws, including providing documentation or other information. Nothing contained herein shall in any manner be deemed a waiver or extension of any applicable statute of limitations, whether administrative or otherwise. You further agree that should any person, organization or other entity file, charge, claim, sue or cause or permit to be filed any such civil action, suit or legal proceeding, You will not seek or accept any personal relief in such civil action, suit or legal proceeding. In the event of a violation of this paragraph, You agree that the Township, and/or the Township's insurer, as applicable, shall be entitled to immediate dismissal of such civil action, suit or legal proceeding and that he shall be responsible for the payment of the reasonable attorneys' fees and expenses incurred. You further agree that You will not file nor permit any other party to file charges with any governmental agency relating to any matter alleged in the Litigation. Nothing in this paragraph is intended to limit You from instituting legal action for the sole purpose of enforcing this Agreement.
5. **NO ADMISSION OF LIABILITY.** The Parties understand that by entering into the Agreement, neither Party admits any liability and both Parties expressly deny that they have committed any wrongdoing whatsoever.
6. **NO REHIRE OR REINSTATEMENT.** Mr. Taylor hereby acknowledges and agrees that his employment with the Township is irrevocably severed and that he shall not be eligible for re-hire or reinstatement with the Township or any agency or entity affiliated with or related to the Township. In the event that Mr. Taylor applies for employment

and/or accepts employment in violation of this paragraph, the Township shall have the right to reject such application and/or revoke any offer of employment and its actions in so doing shall not create a claim of retaliation or discrimination.

7. **ACKNOWLEDGEMENT.** MR. TAYLOR ACKNOWLEDGES THAT HE HAS READ ALL OF THE TERMS OF THIS AGREEMENT; HE HAS HAD AN OPPORTUNITY TO DISCUSS IT WITH INDIVIDUALS OF HIS OWN CHOICE WHO ARE NOT ASSOCIATED WITH THE TOWNSHIP. HE HAS BEEN ADVISED BY THE TOWNSHIP TO CONSULT WITH AN ATTORNEY OF HIS OWN CHOOSING AND THAT HE IS IN FACT REPRESENTED BY AN ATTORNEY AT THE TIME OF EXECUTION OF THIS AGREEMENT. MR. TAYLOR UNDERSTANDS THAT BY SIGNING THIS AGREEMENT AND ACCEPTING THE TERMS SET FORTH ABOVE, HE IS RECEIVING BENEFITS TO WHICH HE WOULD NOT OTHERWISE BE ENTITLED. MR. TAYLOR UNDERSTANDS THAT HE IS RECEIVING SUCH BENEFITS AS A RESULT OF ENTERING INTO AND COMPLYING WITH THE TERMS AND PROVISIONS OF THIS AGREEMENT. HE HEREBY ACKNOWLEDGES THAT HE SIGNS THIS AGREEMENT VOLUNTARILY AND KNOWINGLY IN EXCHANGE FOR THE CONSIDERATION DESCRIBED HEREIN, WHICH HE ACKNOWLEDGES IS ADEQUATE AND SATISFACTORY; THAT HE HAS BEEN PROVIDED AN OPPORTUNITY TO REVIEW AND CONSIDER THIS AGREEMENT PRIOR TO SIGNING IT.
8. **GOVERNING LAW AND CONSTRUCTION.** This Agreement shall be governed by the laws of the State of New Jersey. Any disputes arising out of and/or relating to this Agreement shall be filed only in the state courts in Camden County, New Jersey. The Parties consent to personal jurisdiction in such courts for any such actions.
9. **ENTIRE AGREEMENT AND HEADINGS.** This Agreement embodies the entire agreement and understanding between the Parties and supersedes all prior agreements and understandings related to the subject matters hereof. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning of this Agreement or its provisions.
10. **NOT ADMISSIBLE.** This Settlement Agreement and Release is not intended to be used and shall not be used as evidence or for any other purpose in any other action or proceeding, other than evidence of the Parties' compromise as set forth herein, or to enforce the terms of this Settlement Agreement and Release.
11. **MODIFICATIONS AND AMENDMENTS.** This Agreement shall not be Modified or amended except by writing duly executed and signed by the Parties to this Agreement.
12. **PROVISIONS.** In the event that any such provision of this Agreement is deemed invalid, illegal, void or unenforceable, such provision shall be regarded as stricken from this Agreement and will not affect the validity or enforceability of the remainder of this Agreement.

13. **COUNTERPARTS; EXCHANGE BY ELECTRONIC MEANS.** This Agreement may be executed in counterparts, which shall be taken together as the entire agreement of the Parties hereto. This Agreement may also be exchanged by the Parties via electronic mail for the purposes of securing signatures and will be fully enforceable as an original document.

By: 
Richard Taylor

Date: 7/9/21

By: _____
Township of Voorhees

Date: _____

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By: _____
Richard Taylor

Date: _____

By: Michael A. Mignogna
Township of Voorhees

Date: 7-23-21