

GENERAL RELEASE

1. **Releasors and Releasees:** The Releasor is **Brenda Coyle**; referred to as "I".

Releasees are **Brick Township Public Schools, Brick Board of Education, its agents, servants and employees, Richard Caldes, Summit Risk Services and New Jersey Schools Insurance Group**. Releasees are referred to as "You".

2. **Release:** In exchange for the consideration set forth in Paragraph 3 and 4 below, I release and give up any and all claims and rights which I may have against You. This releases all claims, demands, damages, causes of action, or suits which have been or could have been brought. This releases all claims, including those of which I am not aware and those not mentioned in this Release. This releases all claims resulting from anything which has happened up to now, including, but not limited to, all claims which were or could have been brought in the action entitled **Brenda Coyle v. Brick Township Public Schools, et al, Docket No.: OCN-L-12-16**. This release includes, but is not limited to, all claims under the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq.; Section 1981 of the Civil Rights Act of 1866; the Conscientious Employee Protection Act, N.J.S.A. 34:11B-1 et seq.; the Federal Family and Medical Leave Act; the Employee Retirement Income Security Act of 1974; 42 USC 1983; N.J.S.A. 10:6-2; Negligence; the U.S. Constitution; the N.J. Constitution; tort law or contract law; any similar statute, regulation, rule or order; any provision of any other law, common or statutory, of the United States, New Jersey or any other state, county, city or locality; and/or any claims for costs, fees, or other expenses, including attorneys' fees.

3. **Terms:** I will be paid a total of **Two-Hundred Seventy-Five-Thousand Dollars (\$275,000.00)** in full payment for making this Release. Payment shall be made within thirty (30) days of my execution of and return to defense counsel this Release, or Brick Board of Education approval, whichever shall occur later.

The settlement draft shall be made payable to **Schorr & Associates, P.C., and Brenda Coyle**; and plaintiff's counsel shall provide a W-9 form from his firm.

It is agreed the Releasees will provide a neutral recommendation of the plaintiff, *i.e.*, only provide date of hire, date of separation from employment, and her duties and responsibilities.

I agree that I will not seek anything further, including any other payment, from You. I shall be solely responsible for the payment of appropriate taxes, liens or encumbrances, including, but not limited to any child support judgments or obligations, on this settlement and shall indemnify and hold You harmless for same. This Release, and the issuance thereof, is supported by, and is in consideration of, the mutual benefits to the Releasor and Releasees obtained from the resolution of these claims.

4. **Payment of Liens:** All claims and/or liens, past, current and/or future, arising out of this settlement or asserted against the proceeds of this settlement are to be satisfied by Releasors and/or their Attorneys, including but not limited to any Medicare or Medicaid claims and/or liens, Worker's Compensation claims and/or liens, Social

Security claims and/or liens, hospital/healthcare insurer claims and/or liens, physician or attorney claims and/or liens, or any of the statutory, equitable, common law or judgment claims and/or liens, including but not limited to claim based on subrogation or any other legal or equitable theory. We therefore agree, upon prompt presentation of any such claims and/or liens, to defend You against any such claims and/or liens, and to indemnify and hold You harmless against any judgment entered against You based on such claims and/or liens, including the payment of any fines, charges and attorney's fees incurred as a result of any such lien. Failure to satisfy any such lien shall be considered a breach of this Agreement and Releasor(s) and their Attorneys agree to pay all costs, interest and attorney's fees relative to any such lien.

5. **Attorneys' Fees:** This Release includes all claims for attorneys' fees and costs. Releasor agrees that any fees and costs incurred by any other attorney who may have rendered services to the Releasor related to this lawsuit shall be satisfied out of the payment set forth in Paragraph 3 and Releasor agrees to indemnify, defend and hold Releasees harmless from any and all claims by any attorneys or their agents seeking payment of attorneys' fees and/or costs related to this lawsuit. I am satisfied with the legal services that Schorr & Associates, P.C. has rendered on my behalf. Any questions that I may have regarding this settlement have been answered to my satisfaction.

6. **Denial of Liability:** Releasees admit no liability and expressly deny the validity of the Releasor's disputed claims, and nothing contained herein may be used or viewed as an admission of liability or wrongdoing.

7. **Confidentiality:** The settlement in this matter is subject to confidentiality to the extent permitted by law. In consideration of the payment made in this Release, Brenda Coyle hereby agrees and promises that she will not make, publish, or cause to be made or published, any statements or comments, true, false or otherwise, whether they be oral or written, which in any way refer to this Release and what is contained therein unless required by law.

8. **Non-Disparagement:** Neither Brenda Coyle nor Brick Township Public Schools, Brick Board of Education and its Board Members or any of its employees or former employees will disparage one another. Nor shall these parties solicit or make any comments or statements or the like to others regarding one another that could adversely affect the reputation, image, goodwill, commercial or public interest of a party or which may be considered derogatory or disparaging.

9. **Who is Bound:** I am bound by this Release. Anyone who succeeds to my rights and responsibilities is also bound. This Release is made for my benefit and all who succeed to my rights and responsibilities.

10. **Signatures:** I understand and agree to the terms of the Release. By signing this Release, I acknowledge that I have carefully read it, understand it, and am aware that I am giving up important rights. By signing this Release, I acknowledge that I have been provided sufficient opportunity to consult with counsel of my own choosing regarding its terms and regarding the rights that I am relinquishing under it. I sign this Release

freely, voluntarily, and with knowledge of the terms of the Release and the rights I am relinquishing.

Brenda Coyle

DATED:

Subscribed and sworn to
before me on _____, 2017.

Notary Public

My Commission Expires: _____