

GENERAL RELEASE

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

Releasees are **Brick Township Public Schools, Brick Township Board of Education, its agents, servants and employees, Dr. Walter Uszenski, Richard Caldes, John Talty, Susan Jurewicz, Andrew Morgan, Morgan Associates, Donna Stump, Ann Marie Dayton, Lorraine Morgan, Summit Risk Services, New Jersey Schools Insurance Group, and any other insurers.** 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 actions entitled **Laurena Staub v. Brick Township Public Schools, et al, Docket No. OCN-L-1156-16; and Laurena Staub v. Caremark, LLC, Bollinger, Inc., Arthur J. Gallagher & Col, Fairview Insurance Agency Associates, and Brick Township Board of Education under Docket No. OCN-L-1605-17, as well as any pending or future workers' compensation claims.** This release includes, but is not limited to, all claims for personal injury and other damages 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; the Americans with Disabilities Act; 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; any claims for costs, fees, or other expenses, including attorneys' fees; any and all claims for alleged failing to [REDACTED] including but not limited to [REDACTED] any and all claims for pain and suffering related to allegations of breach of contract for failure to [REDACTED] any and all claims for pain and suffering allegedly as a result of breach of covenant of good faith and fair dealing in allegedly not [REDACTED] and/or any allegations of wrongful denial of benefits pursuant to ERISA, 29 US § 1001, *et seq.* and N.J.S.A. 2A:53A, *et seq.* related to the alleged denial of [REDACTED]

3. **Terms:** I will be paid a total of **Five-Hundred Ten-Thousand Dollars (\$510,000.00)**; \$485,000 by the insurance carrier for Brick Township Public Schools/Brick Board of Education, and \$25,000 from the Brick Township Board of Education in full payment for making this Release. Of the \$510,000 settlement proceeds, \$100,000 shall be allocated for settlement of the CEPA - NJLAD claim.

Releasor shall not be required to return or satisfy the Old Republic Insurance Group \$10,000 gross indemnity payment claim number W001779823.

Payment shall be made within thirty (30) days after the Brick Board of Education approves the settlement at the December 14, 2017, Board meeting, and plaintiff has executed and returned to defense counsel this Release prior to the December 14th Board meeting.

The settlement draft shall be made payable to **Laurena Staub and Mallon & Tranger**, and plaintiff's counsel shall provide a W-9 form from his firm.

Releasor shall provide an irreversible letter of disability retirement from the Brick Township Board of Education simultaneously with the return of the signed Release, and shall not make an application for future employment with the Board of Education, whether as a contract worker or in any other capacity.

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. **Acknowledgement of Tax Responsibility**. Releasor acknowledges her sole responsibility for taxes, if any, with respect to the sums paid under the Agreement and represents that she has received independent legal advice and has not relied upon any advice or representation from Releasees or its counsel concerning the taxable or nontaxable nature of the sums payable under this Agreement. Releasor understands

that Releasees do not represent or guarantee that taxes should or should not be paid with respect to the Settlement Payment, and Releasor agrees to defend, indemnify and hold Releasees harmless from any and all claims for taxes, costs, penalties, interest or any other assessment charged by any governmental entity based upon the Settlement Payment made hereunder.

5. **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.

6. **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 Mallon & Tranger has rendered on my behalf. Any questions that I may have regarding this settlement have been answered to my satisfaction.

7. **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.

8. **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, Laurena Staub 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. By way of example, this provision does not apply to any OPRA requests.

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.

Laurena Staub

DATED:

Subscribed and sworn to
before me on _____, 2017.

Notary Public

My Commission Expires: _____