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THOMAS A. FERRARI,	:	SUPERIOR COURT OF NEW JERSEY
Major USAF (Ret.),	:	LAW DIVISION-OCEAN COUNTY
	:	
Plaintiff,	:	Docket No. L-2340-16
v.	:	Civil Action
	:	
BRICK TOWNSHIP PUBLIC	:	
SCHOOLS, OCEAN	:	SETTLEMENT AGREEMENT
	:	
Defendant.	:	

For the consideration, and upon the terms and conditions as are set forth herein, Plaintiff, Thomas Ferrari, and Defendant Brick Township Board of Education hereby agree as follows:

1: **Release of claims.** Plaintiff, as well as Plaintiff's respective officers, servants, trustees, employees, agents, representatives, predecessors, insurers, indemnitors, successors, heirs, executors, and administrators, together with all other associated persons, entities, firms, corporations, associations and partnerships (hereinafter, collectively, "Releasers") do hereby, individually and collectively, release, acquit, relinquish and forever discharge with respect to and as against Defendant, and Defendant's respective members, officers, agents, employees, predecessors, insurers, indemnitors, successors, and assigns, (hereinafter, collectively,

"Releasees") any and all claims, demands, causes of action, costs, expenses, accounts, contracts, agreements, promises, rights, damages, loss of service(s), and compensation and all other liabilities of any kind or nature whatsoever, direct or indirect, known or unknown, which Releasors may have, or have had at any time, or which may hereafter accrue, whether asserted in the above-captioned lawsuit, Docket No. OCN-L-2340-16 or not, based upon any act, event or omission occurring from the beginning of time up to and including the date of Plaintiff's execution of this Settlement Agreement. This release of claims includes, but is not limited to, any claim that was asserted or could have been asserted by the Releasors under any Federal and/or state statute, regulation and/or common law.

2: Payment to Plaintiff. Within 30 days of Defendant's approval of this Agreement, Defendant shall pay Plaintiff the aggregate sum of two thousand dollars and zero cents (\$2,000.00), by way of a check made payable to "Thomas Ferrari".

3: Dismissal of Lawsuit/Satisfaction of Judgment. Within 10 days of Plaintiff's receipt of the payment set forth in paragraph 2 of this Agreement, Plaintiff shall file a Stipulation of Dismissal with Prejudice with the Court as to the above-captioned Lawsuit.

4: No Admission. The execution of this Agreement and settlement of this lawsuit does not constitute any admission or

acknowledgement by either Plaintiff or Defendant as to the nature, quality, veracity, or demonstrability at trial of the allegations made by Plaintiff in the above-captioned Lawsuit, nor of any wrongful, actionable, or otherwise improper conduct, nor as to the liability of any party. The parties mutually acknowledge that this matter has been litigated and resolved in good faith, and that this Agreement is entered into solely for the purpose of avoiding the time and expense attendant to any further litigation.

5: Entire Agreement. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior agreements relating thereto. There are no other understandings or agreements between or among the parties with respect to the subject matter hereof, except as set forth herein, and as set forth in any other documents executed directly or in connection with this Agreement. No condition or provision of this Settlement Agreement may be modified, waived or revised in any way except in writing executed by all parties and referring specifically to this Agreement.

6: Binding Effect. This Agreement and all rights and duties set forth herein shall be binding upon and inure to the benefit of the parties hereto, as well as their respective successors and assigns.

7: **Governing Law and Choice of Forum.** This Agreement and its interpretation and performance shall be governed by the laws of the State of New Jersey, without giving effect to its conflicts of law rules.

8: **Captions.** The captions set forth in this Agreement are intended solely for the parties' convenience and ease of reference and are not intended to modify, limit, describe or affect in any way the scope, content or intent of this Settlement Agreement.

9: **Signature in Counterpart.** This Agreement may be executed simultaneously in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. A facsimile/electronic copy of this Agreement shall be deemed to be an original.

10: **Authorization.** The persons whose signatures appear below represent and warrant they are authorized to execute this Agreement on behalf of the party for which their signature appears.

11: **Acknowledgments.** The parties to this Agreement acknowledge and agree that they have entered into this Agreement and have executed it without duress or coercion, and have done so with the opportunity to consult counsel. Each party further acknowledges and agrees that no other party has made representations, warranties, promises or agreements not set

forth herein and no party relies in any way upon any representation, warranty, statement of fact or opinion, understanding, disclosure or non-disclosure not set forth herein. In entering into this Agreement and executing it, no party has been induced in any way, except for the consideration, representations, warranties, statements and covenants recited herein, to enter into this Agreement.

12: Construction and Enforcement. The terms of this Agreement are the product of negotiations between the parties, and shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

13: Responsibility for Other Obligations. Plaintiff agrees and understands that Plaintiff is solely responsible for any and all tax obligations resulting from payments made pursuant to this Agreement, if any, including, but not limited to, all reporting and payment obligations which may arise from the payment of the moneys set forth herein. Plaintiff further agrees that he will indemnify Releasees from any liability resulting or arising from non-payment of any such tax obligations. Plaintiff further acknowledges that as a condition of this Agreement, all claims and/or liens, past, current and/or future which may be asserted against the proceeds paid by Releasees to Plaintiff pursuant to this Agreement are the responsibility of Plaintiff, 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, Child Support Judgments/ 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.

IT IS AGREED AND ACCEPTED:

BRICK TOWNSHIP SCHOOL
DISTRICT BOARD OF EDUCATION
OCEAN COUNTY

THOMAS FERRARI

By: _____

By:

Thomas Ferrari
THOMAS FERRARI

Title: _____

Dated *12/11/18*

Dated: _____

GENERAL RELEASE

This Release, dated December 11th, 2018 is given

By the Releasor, Thomas Ferrari, referred to as "I" and

Releasees the Brick Township Board of Education, referred to as "You".

"I" shall mean each person who signs this Release.

1. Release. I release and give up any and all claims and rights, which I may have against you. This releases all claims, including those of which I am not aware and those not mentioned in this Release. This Release applies to claims resulting from anything, which has happened up to now. I specifically release the following claims:

For any and all claims I had or may have had for Department Head stipends during my employment at Brick Township School District as an AFROTC Instructor and any related claims which could have been asserted by Releasor against Releasee(s) relative to my employment and which was the subject of an action involving the parties in the Ocean County Superior Court of New Jersey, Law Division, under Docket No. OCN-L-2340-16.

2. Liens/Taxes. For and in consideration of the above, the undersigned hereby agrees to satisfy all liens, income tax liabilities or encumbrances which may apply to the above sum, and hereby agrees to indemnify all of the above named Releasor and their respective insurance carriers against any further liability for the satisfaction of any such liens or encumbrances.

3. Payment. I will have been paid a total of \$2,000.00 and other good and valuable consideration in full payment for making this Release. I agree that I will not seek anything further including any other form of payment from you.

4. Who is Bound. I am bound by this Release. Anyone who succeeds to my rights and responsibilities, such as my heirs or the executor of my estate, is also bound. This Release is made for your benefit and all who succeed to your rights and responsibilities, such as your heirs or the executor of your estate.

5. Signatures. I understand and agree to the terms of this Release. If this Release is made by a corporation its proper corporate officers sign and its corporate seal is affixed,

Witnessed or Attested by:

EDWARD CRIDGE, ESQ.


THOMAS FERRARI


Adam Dennis Straga
Notary Public
State of New Jersey
My Commission Expires May 24, 2020

STATE OF NEW JERSEY

COUNTY OF DEAN *Camden*

I CERTIFY that on *12/11/*, 2018, THOMAS FERRARI, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this document; and
- (b) signed, sealed and delivered this document as his or her act and deed.

Prepared by:

EDWARD CRIDGE, ESQ.

Adam Dennis Straga
[Signature]

Adam Dennis Straga
Notary Public
State of New Jersey
My Commission Expires May 24, 2020