

SETTLEMENT AGREEMENT
AND GENERAL RELEASE

The parties to this Settlement Agreement and General Release (the "Agreement") are EVA GIANGRASSO (referred to herein as "Releasor") and the TOWNSHIP OF HARDYSTON, its employees, servants, agents, assigns, insurers and reinsurers, and Statewide Insurance Fund (collectively referred to herein as "Releasees"). The Agreement is the product of negotiation and compromise between Releasor and Releasees. It is hereby agreed, by and among the parties, as follows:

1) **Subject litigation:** Releasor and Releasees have chosen to enter into this Agreement in order to avoid further proceedings with respect to certain claims Releasor has made against Releasees in the Superior Court of New Jersey, Law Division, Sussex County, DOCKET NO. SSX-L-142-19.

2) **Settlement payment:** Subject to Releasor signing this Agreement and returning a signed copy to counsel for Releasees, the Releasor shall be paid a total of Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) (the "Settlement Payment") as set forth below in this Section 2(b).

(a) The Settlement Payment is in full satisfaction of any and all Releasor's claims against Releasees, as accrued up to and including the execution date of this Agreement which include, but are not limited to, compensatory damages, punitive damages and attorneys' fees, costs and disbursements, known or unknown, asserted or unasserted, including, but not limited to, claims for physical injuries associated with emotional distress, pain and suffering, legal or equitable relief, reinstatement, back or front pay, lost benefits, statutory claims, common law claims, contract claims (express, written or implied), and costs of this action.

(b) The Settlement Payment shall be made in one check by Releasees as follows:

One check directly to the Plaintiff/Releasor's counsel, Castronovo & McKinney, LLC, in the sum of Five-Hundred Thousand Dollars (\$500,000) to be paid to Castronovo & McKinney, LLC Attorney Trust Account for the Benefit of Eva Giangrasso within thirty (30) days of delivery of the executed Agreement by Releasor and the required W-9 from Castronovo & McKinney, LLC and Eva Giangrasso, and clear Child Support Judgment Search from Eva Giangrasso. Payment is contingent on receipt of a W9 from Castronovo & McKinney, LLC.

This sum will be paid in exchange for Releasor's release of Claims, as cited in this and Paragraph 3, and other promises in this Agreement.

3) **Release of Claims:** In exchange for the promises made by Releasees herein, Releasor agrees to immediately file a stipulation of dismissal with prejudice. Additionally,

Releasor, Releasor's heirs, executors, administrators, fiduciaries, successors and/or assigns, agree to unconditionally and irrevocably give up and release, to the fullest extent permitted by law, all claims, known or unknown, that Releasor has or may have against Releasees as of the date of execution of this Agreement including, but not limited to, those claims:

- a) arising out of Releasor's employment, non-employment or termination of employment;
- b) for wages and benefits including, without limitation, salary, commissions, health and welfare benefits, settlement pay, vacation or sick pay, and bonuses;
- c) for wrongful discharge in violation of express or implied public policy of the United States, the State of New Jersey, or any state, constructive discharge, retaliatory discharge, hostile work environment, breach of contract (whether express or implied), and breach of the implied covenant of good faith and fair dealing;
- d) for employment discrimination or retaliation on the basis of age, race, color, religion, sex, national origin, veteran status, disability and/or handicap, marital status, sexual orientation, or any other characteristic protected by law, and any and all claims in violation of any federal, state or local statute, ordinance, executive order, or common law doctrine including, but not limited to, Claims for discrimination under Title VII of the Civil Rights Act of 1964, as amended; the Age Discrimination in Employment Act, as amended; the Americans with Disabilities Act; the Americans with Disabilities Amendments Act of 2008; the Genetic Information Nondiscrimination Act of 2008; the Pregnancy Discrimination Act of 1978; the Employee Retirement and Income Security Act of 1974, and any other applicable federal or state statute relating to employee benefits or pensions; 29 U.S.C. Sec. 1001; the Electronic Communications Privacy Act; the Consolidated Omnibus Budget Reconciliation Act; the Occupational Safety and Health Act; 42 U.S.C. Sec. 1981; the National Labor Relations Act; the Fair Labor Standards Act; the Rehabilitation Act of 1972; the Family and Medical Leave Act; the New Jersey Law Against Discrimination; all New Jersey wage and hour, disability and maternity leave laws; the New Jersey Constitution; the U.S. Constitution; and any other federal, state, foreign, or local laws or regulations prohibiting employment discrimination of any kind;
- e) for breach of contract (express or implied), breach of promise, wrongful discharge, constructive discharge, unfair or unjust dismissal, retaliation, whistleblowing, breach of fiduciary duty, breach of implied covenant of good faith and fair dealing, defamation, claims relating to stock or stock options, wrongful denial of benefits, fraud, intentional and negligent misrepresentation, intentional and negligent infliction of emotional distress, negligence, and any intentional torts;
- f) for attorneys' fees and costs.

g) This Section 3) shall not apply to any claim or action seeking to enforce the terms of the Agreement and Release.

4) **Releasor's Rights**: Nothing in this Agreement, including, but not limited to, any paragraphs pertaining to confidentiality and non-disclosure, a release of claims, or non-disparagement, shall prohibit or restrict Releasor (or her attorney) from filing a charge, testifying, assisting, or participating in any manner in an investigation, hearing or proceeding; responding to any inquiry; or otherwise communicating with, any administrative or regulatory (including any self-regulatory) agency or authority, including, but not limited to, the Equal Employment Opportunity Commission ("EEOC") and the National Labor Relations Board ("NLRB").

To the extent permitted by law, Releasor waives any right she may have to recover in any proceeding based in whole or in part on claims released in this Agreement and assigns any such recovery to the Company. This includes Releasor waiving any right to recover from any proceeding before or brought by any federal, state, or local agency.

Releasor confirms that she has not filed any legal proceeding(s) against any of the Released Parties, is the sole owner of the claims released herein, has not transferred any such claims to anyone else, and has the full right to grant the releases and agreements in this Agreement.

5) **No admission of liability**: The Parties understand and agree that neither the payment of any sum of money nor the execution of this Agreement by the Parties will constitute or be construed as an admission of any wrongdoing or liability whatsoever by Releasees. In fact, Releasees dispute all claims and allegations asserted in the Complaint and deems same to be frivolous.

6) **Non-Interference and Non-Disparagement**. Releasor agrees that, as of the date of this Agreement, she will not, in any manner whatsoever, directly or indirectly, interfere with the Released Parties' business or other third-party relationships. In addition, Releasor agrees that she will not in any manner whatsoever, directly or indirectly, disparage the Released Parties, their principals, officers, employees, agents, or any aspects of its operations to the extent they are reasonably known to Releasor.

7) **Who is Bound.**: Releasor is bound by this Release. Anyone who succeeds to Releasor's rights and responsibilities, such as her heirs or the executor of her estate, is also bound. This Release is made for Releasor's benefit and all who succeed to her rights and responsibilities, such as heirs, the executor or administrator of her estate.

8) **MMSEA Compliance**: For purposes of the Medicare, Medicaid and SCHIP Extension Act of 2007(MMSEA), the following definitions apply:

a) "CMS" means the Center for Medicare & Medicaid Services within the U.S. Department of Health and Human Services, including any agents, representatives, or contractors of CMS, such as the Coordination of Benefits Contractor ("COBC") or Medicare Secondary Payer Recovery Contractor

(“MSPRC”).

- b) “Conditional Payments” shall have the meaning ascribed to it under the MSP Statute and implementing regulations.
- c) “MMSEA” means the Medicare, Medicaid, and SCHIP Extension Act of 2007 (P.L. 110-173), which, in part, amended the Medicare Secondary Payer statute at 42 U.S.C. § 1395y(b)(7) and (8). This portion of MMSEA is referred to herein as “Section 111 of MMSEA”.
- d) “MSP Statute” means the Medicare Secondary Payer (“MSP”) statute. 42 U.S.C. § 1395y(b).
- e) “Released Matter” means any released accident, occurrence, injury, illness, disease, loss, claim, demand, or damages that are subject to the Agreement and releases herein.

Releasor represents that she is not enrolled in the Medicare program, was not enrolled in the Medicare program at the time of the Released Matters or anytime thereafter through the date of this Agreement and has not received Medicare benefits for medical services or items related to, arising from, or in connection with the Released Matters.

Releasor represents and warrants that she has not received any medical services or items related to, arising from, or in connection with the Released Matters.

9) **Breach:** The Parties understand that if either breaches the terms of this Agreement and, through future legal action, are entitled to recover any damages proven to result from such breach the party seeking enforcement shall be entitled to be entitled to all reasonable legal fees, costs, and expenses, incurred in enforcing their rights relative to such matters.

10) **Other Claims and Liens:** Releasor represents and warrants that no Medicaid or Medicare payments have been made to or on behalf of Releasor and that no liens, claims, demands, subrogated interests, or causes of action of any nature or character exist or have been asserted arising from or related to any Released Matters. Releasor further agrees that Releasor, and not Releasees, shall be responsible for satisfying all such liens, claims, demands, subrogated interests, or causes of action that may exist or have been asserted or that may in the future exist or be asserted. To the extent that Releasor’s representations and warranties herein are inaccurate, not current, or misleading, Releasor agrees to defend, indemnify, and hold harmless Releasees with regard to or from any and all claims, demands, liens, subrogated interests, and causes of action of any nature or character that have been or may in the future be asserted by Medicaid, Medicare and/or persons or entities acting on behalf of Medicaid, Medicare, or any other person or entity, arising from or related to this Agreement, the payment of the amounts set forth in Section 2 above, any Conditional Payments made by Medicaid, Medicare, or any medical expenses or payments arising from or related to any Released Matters that are subject to this Agreement or the releases set forth herein. The indemnification and hold harmless obligations herein, include, but are not limited

to, all damages, fines, penalties, attorneys' fees, costs, interest, expenses, and judgments incurred by or on behalf of Releasees and/or Plaintiff in connection with such claims, liens, demands, subrogated interests, or causes of action.

11) **Indemnification:** To the extent that Plaintiff's representations and warranties related to her Medicare or Medicaid status and receipt of medical services and items related to the Released Matters are inaccurate, not current, or misleading, Plaintiff agrees to defend, indemnify, and hold harmless Releasees with regard to or from any and all claims, demands, liens, subrogated interests, and causes of action of any nature or character that have been or may in the future be asserted by Medicare, Medicaid and/or persons or entities acting on behalf of Medicare, Medicaid or any other person or entity, arising from or related to this Agreement, the payment of the amounts set forth in Section 2 above, any Conditional Payments made by Medicare, Medicaid, or any medical expenses or payments arising from or related to any Released Matters that are subject to this Agreement or the releases set forth herein, including but not limited to: (a) all claims and demands for reimbursement of Conditional Payments or for damages based upon any failure to reimburse Medicare or Medicaid for Conditional Payments; (b) all claims and demands for penalties based upon any failure to report, late reporting, or other noncompliance with or violation of Section 111 of MMSEA that is based in whole or in part upon late, inaccurate, or inadequate information provided to Releasees by Plaintiff or Plaintiff's counsel or upon any failure of Plaintiff or Plaintiff's counsel to provide information; and (c) all Medicaid or Medicare liens. This indemnification obligation includes all damages, fines, penalties, attorneys' fees, costs, interest, expenses, and judgments incurred by or on behalf of Releasees in connection with such claims, demands, liens, subrogated interests, or causes of action.

12) **No tax advice:** Releasor acknowledges that she has obtained no tax advice from the Releasees or Castronovo & McKinney, LLC and that neither the Releasees, their attorneys, nor Castronovo & McKinney, LLC, have made any representations regarding the tax consequences, if any, to Releasor and her receipt of the Settlement Payment as provided for in Paragraph 2. Releasor understands that the taxability of the Settlement Payment shall be governed by applicable federal, state, and local tax laws and regulations, and that Releasor shall be solely responsible for any taxes, interest and penalties that she might owe with respect to the Settlement Payment as made to her under Paragraph 2. Releasor agrees to hold the Releasees, as defined herein, and Castronovo & McKinney, LLC, harmless, and to fully indemnify the Releasees and Castronovo & McKinney, LLC from any and all liability, obligations, claims or actions, as well as any and all taxes, interest or penalties, if any, owed arising out of any claim which may be made by the Internal Revenue Service or any other governmental agency administering applicable state and federal tax laws with respect to the tax treatment of the Settlement Payment.

13) **Entire consideration:** Releasor agrees that the Settlement Payment shall constitute the entire amount of monetary consideration provided to her under this Agreement and she will not seek from the Releasees any further compensation or other consideration for any other claimed obligation, entitlement, damage, cost, or attorneys' fees in connection with the matters encompassed by this Agreement.

14) **No filing or assignment of claims:** Releasor represents and warrants that she has no pending complaints, charges, lawsuits or other legal actions with any court or government agency relating to any claims being released under Paragraphs 2 and 3. Releasor further represents that she has not assigned or transferred, and will not subsequently assign or transfer, to any person not a party to this Agreement, Released Claims or any part of portion thereof.

15) **Enforcement:** In the event either Releasor or Releasees breach any provision of this Agreement, Releasor and Releasees agree that either may institute an action against the other to specifically enforce any term or terms of this Agreement, in addition to any other legal or equitable relief permitted by law. In the event that any provision of this Agreement is declared illegal or unenforceable by a court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. Moreover, if any such provision is determined to be invalid, illegal or unenforceable and can be made valid, legal or enforceable by modification thereof, then the party for whose benefit the provision exists, may make such modification as necessary to make the provision valid, legal and enforceable.

16) **Modification:** This Agreement may not be modified except upon express written consent of both parties wherein specific reference is made to this Agreement.

17) **Releasor's acknowledgements:** Releasor acknowledges and agrees that Releasor has been given a reasonable period of time to consider the terms of this Agreement. Releasor has reviewed the terms of this Agreement and the effect of signing this Agreement with legal counsel of Releasor's choosing. Releasor understands and agrees that this Agreement settles, bars and waives any and all claims that Releasor, Releasor's heirs, executors, administrators, fiduciaries, successors and/or assigns has or could possibly have against Released Parties as of the date of the execution of this Agreement.

18) **Execution and copies:** This Agreement may be signed in one or more counterparts and/or electronic or facsimile signatures shall be deemed originals for purposes of its execution.

19) **Governing law:** This Agreement shall be governed and conformed in accordance with the laws of the State of New Jersey without regard to its conflict of laws provisions.

20) **Jointly drafted:** The parties agree that this Agreement was drafted jointly by them and that any ambiguity or uncertainty shall not be construed for or against any party based on attribution of drafting.

21) **Effective date:** This Agreement will become effective on the day Releasor signs and delivers this Agreement to defense counsel.

IN WITNESS WHEREOF, the Parties knowingly and voluntarily executed this Agreement as of the date set forth below:

Dated: 4/27/23


EVA GIANGRASSO, Plaintiff/Releasor

Dated: 5/24/2023


ON BEHALF OF THE TOWNSHIP OF
HARDYSTON
Defendants/Releasors