

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (hereinafter "Agreement") is made this 7 day of August, 2020 by and between **Maureen Lawrence**, (hereinafter referred to as the "Plaintiff" or "Releasor"), and **Middlesex County College and the County of Middlesex** (hereinafter referred to as "Defendants" or "Releasees").

WHEREAS, Plaintiff filed a civil action against Defendants in a lawsuit entitled **Maureen Lawrence v. Middlesex County College, et al.**, in the Superior Court of New Jersey, Law Division, Monmouth County, which matter is currently pending in the Law Division, Middlesex County under Docket No. MID-L-6464-19. (hereinafter referred to as the "Lawsuit"); and

WHEREAS, Plaintiff asserted various allegations and whereas Defendants deny any liability with respect to all matters asserted by Plaintiff and deny that Plaintiff is entitled to any relief on the asserted claims in the Lawsuit; and

WHEREAS, the parties now wish fully and finally to compromise and settle the suit to avoid the further burden, expense, hardship, inconvenience and distraction of further litigation and/or appeal between them; and

WHEREAS, the parties hereto have reached a settlement agreement to fully and finally resolve all claims among them, including those asserted in the Lawsuit; and

WHEREAS, the parties have agreed to settle in full all claims Plaintiff had or may have against Defendants, including, but not limited to, all claims that were or could have been raised in the Lawsuit; and

NOW, IN CONSIDERATION of the payment to Plaintiff provided for by this Agreement, and other good and valuable consideration and the promises and covenants contained herein, the

receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. In full and complete satisfaction of all claims as more fully pled in the Complaint and filed in the Lawsuit entitled, Maureen Lawrence v. Middlesex County College, et al., pending in the Superior Court of New Jersey, Law Division, Middlesex County under Docket No. MID-L-6464-19. Defendants will have issued check(s) made payable to **Attorney Trust Account of Smith Mullin, P.C., in trust for Maureen Lawrence** in the total amount of Seventy-Five Thousand Dollars (\$75,000.00). Plaintiff has requested the payment be as indicated and further waives any additional rights of recovery for economic loss, including those for lost wages and medical expenses; personal injuries, including claims for physical injuries and emotional distress; and court fees and costs; and attorneys' fees and costs, as contained in the Lawsuit.

2. Defendants make no representations regarding the federal or state tax consequences of the payments referred to above and shall not be responsible for any tax liability, interest or penalty incurred by Plaintiff, which in any way arises out of or is related to said payments. Plaintiff agrees to pay any amount that may be determined to be due and owing as taxes, interest and penalties arising out of the payment referred to herein should it be determined that all or part of such payments constitute gross income to Plaintiff, within the meaning of the Internal Revenue Code of 1986, as amended, or under any other federal, state or local statute or ordinance. Plaintiff further agrees to (i) hold harmless and defend Defendants against, and to indemnify Defendants for, any and all losses and/or damages arising from claims by the Internal Revenue Service ("IRS"), or any other taxing authority or other governmental agency (whether federal, state or local), which may be made against Defendants arising out of or relating to Plaintiff's failure to withhold any portion of the payment to Plaintiff for income or social security

tax purposes, or for any other purpose, as determined by the IRS, and (ii) reimburse Defendants for any resulting payments, including without limitation, all penalties and interest payable to the IRS, or any other taxing authority or governmental agency, which was caused as a result of Plaintiff's failure to properly withhold the appropriate monies. The parties further agree that Defendants will give Plaintiff notice of any such claim, and Plaintiff will cooperate with Defendants in the defense of such claim. In any action commenced against Plaintiff to enforce the provisions of these paragraphs, Defendants shall be entitled to recover its attorneys' fees, costs, disbursements, and the like incurred in prosecuting the action.

3. Plaintiff hereby releases and forever discharges Defendants, their present and former affiliates, subsidiaries, parents, owners, partners, officers, trustees, directors, shareholders, agents, attorneys, employees, representatives, boards, insurers and reinsurers, and third party administrators, and all of their successors and assigns, from any and all actions, causes of action, suits, claims, charges or complaints, known or unknown, which Plaintiff has, may have, or claims to have against any of them for everything that has occurred up to the date of the signing of this Agreement. Plaintiff acknowledges that this is a General Release and includes but is not limited to claims set forth in the Lawsuit. Plaintiff hereby expressly waives and releases any and all claims or rights arising under any federal or state constitution, statute or law; Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991; the New Jersey Law Against Discrimination (LAD); the New Jersey Civil Rights Act; the Equal Pay Act of 1963; the New Jersey Equal Pay Act; the Civil Rights Acts of 1866 and 1871; the Americans with Disabilities Act; the Family and Medical Leave Act; the New Jersey Family and Medical Leave Act; the Rehabilitation Act of 1973; the Fair Labor Standard Act; the Age Discrimination in Employment Act; the

Employee Retirement Income Security Act; the Occupational Safety and Health Act; the Constitution of the State of New Jersey; the Constitution of the United States; the New Jersey Family Leave Act; the New Jersey Conscientious Employee Protection Act; the New Jersey Workers Compensation Law; the New Jersey Wage and Hour Law; the New Jersey Civil Rights Act; the Consumer Protection Act of 1968; the Immigration Reform and Control Act of 1986; the Nation Labor Relations Act; the Worker Adjustment and Retraining Notification Act; the Employee Polygraph Protection Act of 1988; the Fair Credit Reporting Act; the Uniformed Services Employment and Reemployment Rights Act; the Sarbanes-Oxley Act; the New Jersey Statutes Annotated; all claims arising under any Executive Order and any claims derived from or based upon any federal or state regulation; all common-law claims including, but not limited to, public policy violation, whistle blower retaliation, breach of an express or implied contract, breach of an implied covenant of good faith and fair dealing, defamation, fraud, misrepresentation, negligence, tortious interference with contract or prospective economic advantage, false arrest, false imprisonment, conspiracy, assault, battery, excessive force, malicious prosecution, retaliation or retaliatory action, abuse of process, refusal to file complaints or denial of access to the courts, gender discrimination, intentional or negligent infliction of emotional distress, negligent or intentional misrepresentation; all claims for any economic loss including back wages, front pay, overtime pay, fringe benefits, or any other form of compensation; all claims for personal injury, including mental anguish, humiliation, pain and suffering, emotional distress, damage to name or reputation or any other form of compensatory or punitive damages, and all claims for costs and attorneys' fees and any and all other claims however denominated, regardless of legal theory or operative facts; any claims relating to any disciplinary matter; and any and all claims for economic

and punitive damages, and all fees, costs or other expenses incurred by Plaintiff in pursuit of any claim against Defendants. This Settlement Agreement and Release includes all claims, known or unknown, for anything that has occurred up to and including the date of this Agreement.

4. Plaintiff and Defendants stipulate and agree that they will authorize their attorneys to execute, simultaneous with the execution of this Settlement Agreement and Release, a Stipulation of Dismissal of the Lawsuit with prejudice in the form attached hereto as **Exhibit A**. Each Party will bear its or his or her own costs and attorneys' fees.

5. It is specifically understood and agreed that the amount paid under this Agreement includes all attorney's fees and costs to which Plaintiff and/or her attorneys may be entitled and the settlement sum is specifically inclusive of all attorney's fees and costs. Plaintiff understands that by executing this Agreement, she releases and waives any claim and/or right to attorney's fees and expenses in connection with this Lawsuit. Neither Plaintiff, nor her attorneys, nor anyone acting on her behalf, shall make an application for any additional monies in addition to the amount set forth in Paragraph 1 as those amounts are included in the total payment being made herein.

6. Pursuant to N.J.S.A. 2A:17-56.23(b), Plaintiff understands and agrees that the settlement amount referenced in Paragraph 1, will not be released until such time as her attorneys provide Counsel for Defendant with a certified copy of a child support judgment search, performed by a private judgment search company, and affix same as "**Exhibit B**", reflecting that plaintiff is not a child support judgment debtor. Plaintiff further understands and agrees that in the event it is revealed that she is a child support judgment debtor, she will not receive any of the proceeds of the settlement until all outstanding New Jersey child support judgments are satisfied. Plaintiff also understands and agrees that if any child support judgment exceeds the net proceeds

of the settlement sum, the entire settlement proceeds will be utilized to satisfy any outstanding child support judgment.

7. Warranty as to Medicare Involvement

The Releasor hereby understands and acknowledges that the Medicare, Medicaid and SCHIP Extension Act of 2007 (the "Extension Act") requires the reporting to designated representatives of Medicare any settlement in which all future claims are released and the injured party is either a current Medicare beneficiary or has the potential to be eligible for Medicare benefits within thirty months of the settlement. In further consideration of the settlement agreed to herein, the Releasor warrants and represents to the Releasees, TPA, Insurer and attorney(s) the following:

- Medicare has made NO CONDITIONAL PAYMENTS for any medical expense or prescription expense on my behalf related to the Occurrence.
- She is not, nor has she ever been a Medicare beneficiary.
- She is not currently receiving Social Security Disability Benefits.
- She is not applied for Social Security Disability Benefits.
- She has not been denied, nor has she appealed from a denial of Social Security Disability Benefits.
- She does not expect to be eligible for Medicare benefits within the next 30 months.
- She is not in End Stage Renal failure.
- No liens, including but not limited to liens for medical treatment by hospitals, physicians, or medical providers of any kind have been filed for the treatment of any physical injuries alleged to have been sustained in the occurrence.

8. Other than as set forth herein, Plaintiff understands and agrees that no further payments will be sought from Defendants.

9. Plaintiff understands that by signing this Agreement, she waives, relinquishes and forever discharges from any and all claims, rights, entitlement to any other legal or equitable relief, including any rights to discovery, and rights of appeal, which were made or could have been made, which are known or unknown, from Defendants up to and including the date of the final execution of this Agreement.

10. Plaintiff acknowledges that all claims for wages and medical expenses, paid or unpaid, and/or liens asserted for wages and medical expenses, paid or unpaid, will be satisfied from the proceeds of this settlement.

11. Plaintiff further covenants and promises that she will not hereafter file or cause to be filed on her behalf any charge, complaint or legal or administrative action of any nature before any court or administrative agency to assert any claim against Defendants, or any of the persons or entities released herein, for anything that has happened up to and including the date of this Agreement; and Plaintiff further covenants and represents that she will not file or permit any third-party to file any charge, claim or complaint against the Defendants, seeking personal recovery or personal injunctive relief with respect to any matter in any way arising out of or relating to Plaintiff's interaction with Defendants.

12. The making of this Agreement and the payment of the Settlement proceeds are not intended, and shall not be construed, as any admission that Defendants violated any federal, state or local law, statutory or decisional, ordinance or regulation or committed any wrongdoing against Plaintiff.

13. Plaintiff represents and warrants that no other person or entity has or has had any interest in the claims, demands, obligations or causes of action referred to in this Agreement; and that Plaintiff has not sold, assigned, transferred, conveyed and/or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Agreement to any third party any claim that they had, may have had or believe they may have had against Defendants, and all of their officials, whether elected or appointed, officers, employees, representatives, assignees and designees. Plaintiff represents that she has no other charge, claim or complaint of any kind pending against the Defendants, and she further covenants and represents that she will not file or cause to be filed any charge, claim or complaint seeking recovery or injunctive relief with respect to any matter in any way arising out of or relating to Plaintiff's interaction with Defendants as set forth in her Complaint in this Lawsuit. The Signature of the Plaintiff below indicates that she has had an opportunity to review this Agreement with her attorney, that she has read and understood the provisions and that she has executed it voluntarily with full knowledge of the significance of all provisions.

14. Plaintiff acknowledges that she has had the opportunity to discuss this settlement with her attorney of record.

15. The waiver by Plaintiff and/or Defendants of a breach of any provision hereof shall not operate or be construed as a waiver of that breach by the other or as a waiver of any subsequent breach by the other.

16. This Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey.

17. By executing this Agreement, Plaintiff represents and acknowledges that she does

not rely, and has not relied upon, any representations or statements not set forth in this Agreement with respect to the subject matter, basis or effect of this Agreement, or otherwise. This Agreement sets forth the entire Agreement between the parties and supersedes any and all prior agreements or understandings between the parties.

18. Plaintiff acknowledges and agrees that she is bound by this Agreement. This Agreement shall be binding upon and inure to the benefit of Plaintiff and Defendants, and any of their respective heirs, legal or personal representatives, agents, employees, successors or assigns.

19. This Agreement contains the full agreement between Plaintiff and Defendants and may not be modified, altered, changed or terminated, except upon the express prior written consent of Plaintiff and Defendants, which consent must be signed by both Plaintiff and Defendants or their duly authorized agents.

20. The parties agree that the language of this Agreement has been negotiated, is a product of the draftsmanship of all of the parties and that the usual rule that the provisions of a document are to be construed against the drafter shall not apply to the interpretation of any provisions hereof.

21. If any term, provision or condition of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such holding shall be without effect upon the validity or enforceability of any other provision, term or condition of this Agreement, provided that the essential consideration received by each party is not eliminated or reduced as a result of such a declaration of invalidity.

22. The signature of Plaintiff below indicates that she has had an opportunity to review this Agreement with an attorney, if she so chooses, and in fact has reviewed this Agreement with

her attorney, that she has read and understood the provisions and that she has executed it voluntarily with full knowledge of the significance of all provisions.

IN WITNESS WHEREOF, and intending to be legally bound, Plaintiff has executed this Agreement.

STATEMENT BY MAUREEN LAWRENCE WHO IS SIGNING BELOW:

The Defendants have advised me in writing to consult with an attorney prior to executing this Agreement. I have carefully read and fully understand the provisions of the Agreement and have had sufficient time and opportunity to consult with my personal tax, financial and legal advisors prior to executing this document and I intend to be legally bound by its terms. I understand that I am entitled to a full twenty-one (21) days to review the Agreement, but I specifically waive any remaining time of the twenty-one (21) days by executing this Agreement this date. I execute this Agreement prior to the expiration of twenty-one (21) days in a knowing, and voluntary manner with the full knowledge that I am waiving any and all rights or claims I may have to later challenge the sufficiency, scope or terms of the Agreement and have done so after consultation with my attorney. I understand that I may revoke my signature on this Agreement within seven (7) days following my signing. I understand that my rights under this Agreement are contingent upon my signing this Agreement and not revoking my signatures on said document.

BY:

Maureen Lawrence
Maureen Lawrence

STATE OF NEW JERSEY :
COUNTY OF Ocean : SS.
se
MIDDLESEX :

I CERTIFY that on August 7th, 2020, Maureen Lawrence, personally came before me and acknowledged under oath, to my satisfaction, that she:

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

S. Capelli
NOTARY PUBLIC

SAMANTHA CAPELLI
Notary Public
State of New Jersey
My Commission Expires April 13, 2022
I.D.# 50058706

EXHIBIT A

Stipulation of Dismissal

File No. 1075-1808
Marc D. Mory - Attorney I.D.: 018652001
Dvorak & Associates, LLC
ATTORNEYS AT LAW
467 Middlesex Avenue
Metuchen, NJ 08840
(732) 317-0130; FAX (732) 317-0140
Attorneys for Defendant, Middlesex County College

MAUREEN LAWRENCE,

Plaintiff,

v.

MIDDLESEX COUNTY COLLEGE, AND
COUNTY OF MIDDLESEX,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - MIDDLESEX COUNTY

Docket No. MID-L-6464-19

Civil Action

STIPULATION OF DISMISSAL

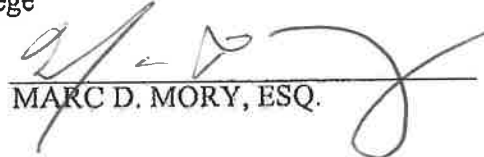
The matter in the above entitled action having been amicably adjusted by and between the Plaintiff and Defendants, Middlesex County College and the County of Middlesex, it is hereby stipulated and agreed that Plaintiff's Complaint be and is hereby dismissed with prejudice and without costs to any party.

STIPULATED AND AGREED TO BY:

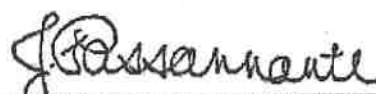
Smith Mullin, P.C.
Attorneys for Plaintiff, Maureen Lawrence

By: 
NEIL MULLIN, ESQ.

Dvorak & Associates, LLC
Attorneys for Defendant, Middlesex County College

By: 
MARC D. MORY, ESQ.

Hoagland, Longo, Moran, Dunst & Doukas, LLC
Attorneys for Defendant, County of Middlesex

By: 
JENNIFER PASSANNANTE, ESQ.

Dated:

EXHIBIT B

Charles Jones Child Support Search



* * * CHILD SUPPORT JUDGMENT SEARCH * * *
NEW JERSEY SUPERIOR COURT

393-1978-10

RE: 348936 MULLIN

CERTIFIED TO:

CAPITOL INFORMATION SERVICE INC
PO BOX 2041
TRENTON NJ 08607-2041

CHARLES JONES LLC HEREBY CERTIFIES THAT IT HAS SEARCHED THE INDEX OF
THE CIVIL JUDGMENT AND ORDER DOCKET OF THE SUPERIOR COURT OF NEW JERSEY
AND DOES NOT FIND REMAINING UNSATISFIED OF RECORD THEREIN A JUDGMENT
FOR CHILD SUPPORT PURSUANT TO N.J.S.A. 2A:17-56.23(B) EXCEPT AS SET
FORTH BELOW AGAINST:

MAUREEN LAWRENCE
SSN: XXX-XX-7518
*** Name is CLEAR ***

FROM	TO
09-01-1992	07-27-2020

DATED 07-27-2020
TIME 08:45 AM

FEES: \$ 10.00
TAX: \$ 0.00
TOTAL: \$ 10.00

CJ20-223-05712 223 0981223 01

CHARLES JONES LLC
P.O. BOX 8488
TRENTON, NJ 08650