

GENERAL RELEASE AND SETTLEMENT AGREEMENT

This RELEASE, dated 1/8/26, is given by ANGEL ALVARADO, (hereinafter referred to as the "PLAINTIFF" or the "RELEASOR"), to PISCATAWAY TOWNSHIP, THE PISCATAWAY POLICE DEPARTMENT and PISCATAWAY POLICE OFFICER DOMENICK FORLENZA (hereinafter referred to as "DEFENDANTS" or "RELEASEE").

1. **General Release.** Plaintiff releases and gives up any and all claims and rights which Plaintiff may have against Defendants. This releases all claims, including those of which Plaintiff is not currently aware and those not mentioned in this Release. Plaintiff specifically releases the following claims:

Plaintiff releases and gives up any and all claims and rights, including attorney's fees, which Plaintiff may have against Defendants, including any and all claims arising out of a shoplifting incident on October 29, 2022 in Piscataway, New Jersey, and the issuance of Summons 1217 S 2023 000149 dated March 2, 2023, the matter of which is subject to suit in the case of Angel Alvarado, v. Piscataway Township, the Piscataway Police Department and Piscataway Police Officer Dominick Forlenza, in the United States District Court for the District of New Jersey, Case Number 2:24-cv-00520 (the "Incident" or "Lawsuit").

With regard to the Incident, Plaintiff, on behalf of himself, any of his respective attorneys, representatives, children, heirs, personal representatives, executors, administrators, insurers, subrogees, successors and assigns, do hereby fully and forever release, and forever discharge Defendants, individually and their subsidiaries, or affiliates, and each of their owners, shareholders, employees, partners, agents, directors, officers, attorneys, representatives, successors, insurers and assigns from any and all claims, demands, damages, liabilities, actions, obligations, accounts, covenants, agreements, judgments, reckonings, losses and undertakings of any nature and kind, both in law and in equity, from the beginning of time to the Effective Date of this Release, arising out of or related directly or indirectly to the Incident, including any and all possible state or federal statutory, constitutional, contract, or other theory of recovery, or common law claims and any and all other federal, state or local statutes, laws, rules, ordinances and

regulations pertaining to or alleged in the Lawsuit.

It is specifically understood and agreed that the amount paid under this Settlement Agreement and Release includes all attorneys' fees and costs to which Plaintiff and/or her attorney(s) may be entitled and the settlement sum is specifically intended to be inclusive of all attorneys' fees and costs. Plaintiff understands that by executing this Settlement Agreement and Release, he releases and waives any claim and/or right to attorneys' fees and expenses in connection with the prosecution of the lawsuit. Neither Plaintiff, nor Patrick P. Toscano, Jr., Esq., or any other Law Firm acting on Plaintiff's behalf during the prosecution of said action shall make application for additional monies in addition to the amount set forth in Paragraph 6, as that settlement amount includes attorney's fees and expenses incurred for the prosecution of the claims set forth in the lawsuit.

2. **No Admission of Liability.** It is expressly understood that this Agreement is executed in connection with the compromise of a disputed claim and that it shall not constitute an admission of liability on the part of the Defendants or any admission that Defendants were negligent or in any way, violated any constitutional rights, violated any contract or violated any standard of care. The Defendants continue to maintain the validity of their denials and affirmative defense as set forth in the Answers to the lawsuit. Nor is it an admission that Plaintiff was negligent in any way or otherwise contributed to the happening of the Incident.

3. **Liens and/or Judgments.** All bona fide liens, judgments, and debts of any kind against the proceeds of this settlement are to be satisfied by Plaintiff, including, but not limited to, any Medicare and/or Medicaid liens, private insurer liens, taxes, Social Security liens, Worker's Compensation liens, physician and/or attorney liens or any other statutory, common law or judgment liens of any description whatsoever.

4. **Medicare and Medicaid.** Plaintiff acknowledges and agrees that the Defendant has no obligation or responsibility to pay any past or future injury-related medical expenses that have arisen or may hereafter arise out of or relate in any way to the claims asserted in the Lawsuit in question and that the Defendant has no obligation or responsibility to reimburse Medicare, Medicaid, the Centers for Medicare

and Medicaid Services, or any other entity or person for any such past or future medical expenses. Plaintiff acknowledges and agrees that it is him responsibility alone to reimburse such entities for any payments made on his behalf for such past or future medical expenses. Plaintiff further agrees to indemnify and hold the Defendant harmless from any and all claims, demands, liens, subrogated interests and/or causes of action of any nature or character that have been or may in the future be asserted by Medicare and/or Medicaid and/or persons acting on behalf of Medicare or Medicaid concerning medical, hospital or other expenses arising out of claims asserted in the Lawsuit or concerning any claim based on inaccurate or inadequate information provided by Plaintiff concerning her status as a Medicare or Medicaid beneficiary. Plaintiff acknowledges and agrees that the Defendants are relying upon Plaintiff's representations regarding Medicare and Medicaid status, and the Defendant is also relying upon Plaintiff's representations herein concerning Plaintiff's obligation to satisfy any past or future claims or liens asserted by Medicare, Medicaid, or any other person or entity.

5. **Tax Consequences.** The Defendant makes no representation regarding the Federal and State tax consequences of the Consideration Payment and shall not be responsible for any tax liability, interest or penalty, liens or claims incurred by Plaintiff, which in any way arise out of or is related to said Consideration Payment. Plaintiff shall be responsible for the payment of any Federal or State taxes or claims or liens there under required by law to be paid with respect to this Consideration Payment. Said payment is made for alleged personal injuries claimed by the plaintiff including, but not limited to, headaches, nausea, vomiting, intestinal discomfort, diarrhea, etc.

6. **Consideration.** Defendants shall pay a lump sum in the amount of **FORTY-FIVE THOUSAND FIVE HUNDRED DOLLARS (\$45,000.00)** following execution of this Release, as full and complete satisfaction of any and all claims of any kind that Plaintiff may have against Defendants, including, but not limited to, any alleged damages related to the Incident or Lawsuit. Plaintiff specifically agrees that he will not seek anything further, including but not limited to attorneys' fees or another payment, from Defendants for any reason.

7. **Dismissal.** Plaintiff shall authorize and direct his attorney promptly to enter into a

Stipulation of Dismissal with Prejudice, of all claims asserted against Defendants in the Lawsuit, with each party to bear his or its attorneys' fees, costs, expert fees, and expenses incurred therein.

8. **Indemnification.** Plaintiff agrees to indemnify and hold Defendants harmless from any liens, judgments or claims of any type by any third parties, including attorney's fees, and any claims by anyone who contends that Plaintiff had no authority or right to bring or settle the lawsuit, in connection with this matter.

9. **Representation by Counsel.** Plaintiff acknowledges that he has been represented in negotiations for, and in the preparation of, this Agreement by counsel of his own choosing, that he is fully aware of the contents and the legal effect of this Agreement, and that he is voluntarily entering into this Agreement and Release upon the legal advice of him counsel.

10. **No Representations.** Plaintiff represents and acknowledges that in executing this Agreement, he is not relying and has not relied upon any representations or statements made by Defendants or their agents, representatives, or attorneys with regard to the subject matter, basis, or effect of this Agreement, or otherwise beyond the representations and statements, if any, expressly contained herein.

11. **Inadmissible as Evidence.** This Agreement and the contents hereof shall not be admissible as evidence in any civil litigation except to enforce the terms expressed herein and shall not be deemed to be an admission of liability by any party to this Agreement.

12. **No Claims Permitted/Covenant Not To Sue.** The Plaintiff represents that this matter is concluded in its entirety and he will not file any complaint, charges or grievances against the Defendants or any of its agents, employees or insurers, with any local, state or federal agency, court, or other entity and that he will not file, at any time hereafter, for any claims, known and unknown, that exist through and up to the date this agreement is executed. Nothing in this Agreement shall limit the Plaintiff's rights to enforce the terms and conditions set forth in this Agreement.

13. **Owner of Claims.** Plaintiff further represents and warrants that he is the owner of and has not sold, assigned, conveyed, or otherwise transferred, prior to the execution of this Agreement, any of the released claims related to the Lawsuit.

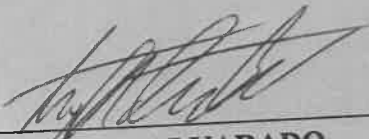
14. **Governing Law.** This Release is given in the State of New Jersey and shall be governed by the laws of the State of New Jersey.

15. **Severability.** If it is determined by any court of competent jurisdiction that any provisions hereof is invalid, the remaining provisions shall remain in full force and effect.

16. **Who is Bound.** Plaintiff is bound by this General Release. Anyone who succeeds to either of his respective rights and responsibilities, such as heirs or the executor of an estate, is also bound. This Release is made for the benefit of the parties hereto and all who succeed to their respective rights and responsibilities, including but not limited to heirs or the executor of an estate.

I, the undersigned **RELEASOR**, have read this Release, have consulted with my retained counsel in connection with this release and fully understand the language and effect of the release. The undersigned hereby accepts draft as final payment for the consideration set forth above.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 8th day of January, 2026.


ANGEL ALVARADO

STATE OF NEW JERSEY)
COUNTY OF PASSAIC)

I CERTIFY that on this date 8 of JANUARY, 2026, ANGEL ALVARADO, personally came before me and acknowledged under oath, to my satisfaction, that he personally signed this document; and signed, sealed and delivered this document as him act and deed.

Signed and sworn to before me on JAN 8, 2026


Notary Public

