

SETTLEMENT AGREEMENT, GENERAL RELEASE AND WAIVER

THIS SETTLEMENT AGREEMENT, GENERAL RELEASE AND WAIVER ("Agreement") made this 15th day of February, 2019, by and among STAFFORD TOWNSHIP, with offices located at 260 East Bay Avenue, Manahawkin, NJ 08050 ("Defendant" or "Releasee"), URSULA YAHN, residing at 414 N. 3rd St., Surf City, New Jersey 08008 ("Yahn") and CAROL JOHNSEN, residing at 432 N. 3rd St., Surf City, New Jersey 08008 ("Johnsen") (Yahn and Johnsen shall collectively be known as "Releasors").

WITNESSETH

WHEREAS, Yahn commenced a lawsuit in the Superior Court of New Jersey, Ocean County, Chancery Division against the Defendant under the action captioned Ursula Yahn v. Township of Stafford, filed on January 9, 2019, Docket No.: OCN-C-000005-19 (the "Lawsuit"); and

WHEREAS, the Lawsuit was transferred to the Superior Court of New Jersey, Monmouth County, Chancery Division under Docket No. MON-C00004-19; and

WHEREAS, Johnsen may have been able to be added as a party to the Lawsuit; and

WHEREAS, Yahn has made various allegations against the above named Defendant and the Defendant having denied such allegations; and

WHEREAS, the parties have agreed to settle all claims of any nature, including but not limited to those asserted in the Lawsuit, and desire and intend to memorialize such settlement by entering into and executing this Settlement Agreement, General Release and Waiver.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the parties agree as follows:

1. Dismissal of Claims. Yahn shall dismiss, with prejudice, in its entirety, any and all claims against the Defendant in the Lawsuit.
2. Release and Discharge. This Agreement shall constitute a full and final release and discharge (the "Release") of any and all claims, rights or causes of action, whether known or unknown, Releasors may have against the Defendant, including any past or present elected official, trustee, governor, officer or employee of Defendant, and any of the Defendant's agents, employees or servants, individually or in their joint official capacity, and shall further release any and all claims, rights or causes of action, whether known or unknown, Releasors may have against any of Defendant's insurers and their parent, subsidiaries, agents, servants, or representatives (individually and collectively the "Releasees"). The Release shall apply to any and all claims, rights, demands, causes of action, obligations, damages, expenses, compensation, or action of any kind, nature, character or description that Releasors had or could have raised against Releasees, including those Releasors may not be aware of and those not mentioned in this Agreement including, but not limited to, any and all claims arising from or relating in any way to the claims that were or could have been brought in the matter now pending in the Lawsuit. The Release includes, but is not limited to, any claim, demand, cause of action, obligation, damage, complaint, expense, compensation, or action of any kind, nature, character, or description, whatsoever, arising out of or under any Federal, State, or municipal statute, ordinance or other law (whether common law, decisional law, or statute), rule, regulation, contract, collective bargaining agreement, executive order, or policy,

including but not limited to any claim for attorneys' fees and costs ("Claims").

3. Lump Sum Payment and Settlement Terms. Defendant will introduce an ordinance amending its sign regulations within ninety (90) days of the execution of this Agreement; Defendant will advise the Municipal Prosecutor that it wishes to withdraw the summonses issued to Yahn and Johnsen on October 22, 2018 within seven (7) days of the execution of this Agreement; and Defendant will pay the sum of \$15,000.00 ("Settlement Proceeds") to Yahn within sixty (60) days of the execution of this Agreement.

4. Warranty of Capacity to Execute Agreement. Releasors represent and warrant that no other person or entity has any interest in the Claims, or in any other demands, obligations, or causes of action referred to in this Agreement, and that each Releasor has the sole right and exclusive authority to execute this Agreement and receive the benefits specified. Releasors further represent that each has not sold, assigned, transferred, conveyed or otherwise disposed of any of the Claims, or any other demands, obligations or causes of action referred to in this Agreement.

5. Entire Agreement; Contingencies. This Agreement contains the entire agreement between Releasors and Defendant concerning the matters set forth in this document, and shall be binding upon and inure to the benefit of the parent entity, executors, administrators, personal representatives, heirs, successors and assigns of each.

6. Representation of Comprehension of Document. In executing this Agreement, Releasors represent that each has relied upon the legal advice of their attorney, who is the attorney of their own choice, that each Releasor has had the full opportunity to review this Agreement with their attorney, and that the terms of this Agreement have been completely

read and explained by their attorney, and that those terms are fully understood and voluntarily accepted.

7. No Admission of Liability. It is agreed that in settling this matter, that the Defendant, together with their present and past elected officials, trustees, governors, officials, employees, representatives, servants, and agents, are not admitting to any liability or wrongdoing in any fashion and that Releasors shall not be deemed a prevailing party for any purpose.

8. Tax Implication. Defendant, its elected officials, trustees, governors, officers, employees, agents, servants, and representatives, make no representation as to the tax consequences or liability arising from any payment made under this Agreement. Moreover, Yahn understands that any tax consequence and/or liability arising from payment to her in accordance with this Agreement shall be her sole responsibility and obligation and neither the Defendant, nor their elected officials, trustees, officers, employees or representatives nor its insurers nor their agents, servants or representatives shall be held liable for any payment of any taxes on Yahn's behalf. Yahn agrees that she will pay any and all income tax that may be determined to be due in connection with the payment described above. Since Yahn agrees that she is solely responsible for the payment of taxes on any settlement money received under this Agreement, should the Internal Revenue Service, any State or any other taxing agency or tribunal require Defendant or its insurers to pay any taxes, fines, penalties, interest or any other cost related to taxes on behalf of Yahn with regard to the payment received under this Agreement, Yahn agrees to indemnify or reimburse Defendant and its insurers and each of its agents, servants or representatives for any taxes Yahn is required to pay.

9. Liens.

A. Yahn hereby represents, warrants and certifies that no Medicaid or Medicare payments have been made to her or paid on her behalf and that no lien, claim, demand, subrogated interest or cause of action of any nature or character exists or have been asserted arising from or related to any matters released in this Agreement. Yahn further agrees that she, not Releasees, shall be responsible for satisfying any and all such liens, claims, demands, subrogated interests, or causes of action that exist or have been asserted or that may in the future exist or be asserted. If any liens do presently exist, they will be paid in full, compromised or satisfied and released by Yahn prior to receiving payment. If a lien exists or exists in the future which is not satisfied as required by this Agreement, and a claim is made by anyone to enforce that lien, Yahn agrees that she will pay that lien in full. This representation is intended to include all liens, including, but not limited to, attorneys' liens, medical provider liens, Medicare and Medicaid liens, workers' compensation liens, all statutory or common law liens, and judgment liens. Yahn agrees to indemnify and hold Defendant and its insurers and each of its agents, servants, representatives, harmless in connection with any claim made by reason of liens against or tax obligations associated with the Settlement Proceeds. If a claim is hereafter made against Defendant or its insurers or each of its agents, servants, representatives, by anyone seeking payment of the liens, Yahn will indemnify and hold Defendant and its insurers and each of their agents, servants, representatives, harmless for any such liens and/or defending against

such a claim, including, but not limited to, attorneys' fees, costs of suit, and interest. This representation and obligations on the part of the Yahn shall survive this Agreement.

10. Non-Disparagement. Releasors and Releasees agree and covenant that each shall not make any disparaging statement (oral or written), whether direct or implied, about **Releasors or Defendant** or their elected officials, trustees, governors, employees, officers or officials to any person or entity with respect to the Lawsuit or its settlement, their Claims and allegations asserted in the Lawsuit.

11. Confidentiality. Releasors and Releasee agree that:

A. Except as otherwise required by law, Releasors and Releasee agree to keep the terms of this Agreement confidential and each shall not disclose any such information to any third party (as set forth in (C) below).

B. The facts, amounts, circumstances and documents underlying this resolution shall not be admissible in any litigation or proceeding in any forum for any purpose other than to secure enforcement of the terms and conditions of this Agreement.

C. Releasors and Releasee shall not disclose to any third party (other than tax advisors, retained counsel and immediate family ("Representatives")) any details regarding the facts surrounding the allegations and denials of allegations in this matter, negotiations of this settlement, the settlement of this matter or the terms of this Agreement, and that any such third party to whom disclosure is permitted shall likewise be bound to non-disclosure. Neither Releasors, Releasee, nor their

Representatives shall communicate with the media, members of the media or any other non-party regarding this litigation or the fact that a settlement has been reached. In response to any inquiries by third parties, Releasors, Releasee, and their Representatives may not state anything more than "the matter has been resolved" or words to that effect. Releasors and Releasee agree that this section shall not apply to any communications to third parties that occurred prior to the date of execution of this Agreement.

D. Notwithstanding the above, it is recognized that Defendant may be required to duly adopt a resolution to approve the material terms of the settlement or provide a copy of this Agreement pursuant to the provisions of the New Jersey Open Public Records Act or some other law or statute, and that such action or disclosure shall not eliminate or alter the terms, conditions and obligations of Releasors set forth in subsections A-C above.

12. Enforcement of Agreement. Releasors and Releasees agree and covenant, as a condition of Releasors' and Defendant's performance of its obligations under this Agreement, that any violation of the nondisclosure obligations set forth in this Agreement, including, but not limited to, disclosure by counsel, tax advisors or family members, may cause irreparable harm to Releasors and Defendant which shall entitle it to seek monetary damages, and whatever other remedies are available to it, including, but not limited to injunctive relief and return of the Settlement Proceeds and for breach of the nondisclosure obligations set forth herein.

13. Stipulation of Dismissal. The parties agree that only the Stipulation of Dismissal

with Prejudice, and not this Agreement, will be filed with the Court.

14. Other Actions or Claims. Releasors represent that each has not personally filed any action or claim against Defendant other than the Lawsuit referred to herein.

15. Indemnification. In the event Releasors recover any monies from any person who thereafter seeks indemnification from Defendant, its elected officials, trustees, governors, officers, agents, servants, representatives, or its insurers, arising from claims identical herein, Releasors shall indemnify and hold Defendant, its elected officials, trustees, governors, and/or officers and its insurers and each of their employees, agents, servants, and representatives, harmless for defending against these claims, including, but not limited to, attorneys' fees, and costs of suit, judgment or settlement.

16. Modification. This Agreement may not be modified except by an agreement in writing executed by the parties hereto.

17. Governing Law. This Agreement shall be governed in all respects, including validity, interpretation, and effect by the laws of the State of New Jersey without giving effect to the conflicts of laws principle thereof.

18. Representation by Releasors. I, URSULA YAHN and CAROL JOHNSEN, EACH HEREBY SIGN THIS AGREEMENT IN ORDER TO AGREE TO THE DISMISSAL OF CLAIMS, WITH PREJUDICE, AND RELEASE, WAIVE AND DISCHARGE PROVISIONS AS THEY MAY APPLY, AS SET FORTH IN THIS SETTLEMENT AGREEMENT, GENERAL RELEASE AND WAIVER, IT BEING MY INTENTION TO RELEASE AND DISCHARGE ANY AND ALL CLAIMS I MAY HAVE IN AND TO THE MATTERS IN DISPUTE WHICH ARE REFERENCED IN

THE AGREEMENT.

Ursula Yahn

URSULA YAHN

Carol Ann Johnson

CAROL JOHNSEN

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of
the date first written above.

Ursula Yahn
URSULA YAHN

Dated: 2/15/19, 2019

Carol Ann Johnson
CAROL JOHNSEN

Dated: 2/15/19, 2019

[Signature]
Witness

Dated: 2/15/19, 2019

[Signature]
Witness

Dated: 2/15/19, 2019

STAFFORD TOWNSHIP

By: [Signature]
Dated: 3/26, 2019

Nina Gardino-Mulli
Witness

Dated: 3/26, 2019

Here is settlement agreement executed by plaintiff. Please have Mayor sign and then send me a copy to forward to special counsel. You should also provide in response to Opra.