

## ***RELEASE AND SETTLEMENT AGREEMENT***

THIS RELEASE, [consisting of three pages] dated Feb. 7, 2010, is given by **Shiela Stevenson**, (collectively referred to in this Release as "I", "me" and Releasor") to **City of Millville, its agents and Employees, Carlo Drogo and the Atlantic County Municipal Joint Insurance Fund** (collectively referred to in this Release as "you" and "Releasee"). If more than one person signs this Release, "I", "me" and "Releasor" shall mean each person who signs this Release. "You" and "Releasee" include any and all agents and employees of each Releasee, and it is specifically intended that all such agents and employees are covered by this Release.

1. **RELEASE:** I release and give up any and all claims and rights which I may have against you, except those things which may remain to be done according to the terms of this document. This release covers all claims and rights which I may have had against you at any time, including any and all claims which are not specifically mentioned in this Release, and any claims and rights which I may hereafter have against you. This Release applies to claims resulting from anything which has happened up to now. More specifically, but not in limitation, I release the following claims:

**ANY AND ALL CLAIMS AND RIGHTS WHICH EXIST NOW OR HEREAFTER MAY BE ASSERTED** including, but not limited to, claims for compensatory and punitive damages, all claims for loss of income, and all claims for all other losses, including claims under the Wrongful Death Act (N.J.S.A. 2A:31-1 et. seq.), sustained by Releasor, Releasor's estate, Releasor's heirs, and those claiming under the Releasor, arising out of the incident which is the subject of an action filed in the United States District Court, District of New Jersey, under Case Number 09-cv-3508, entitled **Shiela Stevenson v. City of Millville, Carlo Drogo, Sean Guy and Edmund Ansara.**

I further understand and agree that if any claims are made against you at any time in the future by the Releasor directly, or by others claiming to be beneficiaries, representatives, or heirs of the Releasor, for pecuniary losses or damages and as defined in the Wrongful Death Act, that you shall be entitled to be indemnified by the Releasor, the Releasor's Estate and/or the Releasor's heirs, executors, administrators, and personal representatives for any sums expended in paying any such claims and/or defending against said claims including, but not limited to, attorney's fees, all costs of suit, and interest.

In the event I shall receive any monies from any person who thereafter seeks subrogation, contribution, and/or indemnification from you, I shall indemnify and hold you harmless for any money spent in paying and/or defending against these claims including, but not limited to, attorneys' fees, costs of suit, and interest.

It is further understood and agreed that the acceptance of said money is in full accord and satisfaction, and in compromise of, all disputed claims, and that the payment thereof is not an admission of liability but is made for the sole purpose of terminating the litigation between the parties.

2. LIENS: I hereby certify that no liens exist against the proceeds of this settlement that are being paid to me or that if any liens do exist, they will be paid in full, or compromised and released by me from the amount stated in paragraph three (3) of this Release. If a lien exists which is not satisfied as required by this Agreement, and a claim is made by anyone to enforce that lien, I agree that I will pay that lien in full. This Release is intended to include all liens including, but not limited to, attorney's liens, medical provider liens, Medicare and Medicaid liens, worker's compensation liens, IRS or New Jersey tax liens, all statutory or common law liens, and judgment liens. Releasor's attorney has investigated the existence of such liens and I am making this statement based upon information known to me and/or supplied to me by my attorney. Therefore, I agree to indemnify and hold you harmless in connection with any claims made against you by reason of liens against the proceeds of this settlement. In the event a claim is hereafter made against you by anyone seeking payment of liens, the Releasor will indemnify and hold you harmless for any money spent in paying any such liens and/or defending against such a claim including, but not limited to, attorney's fees, costs of suit, and interest.

3. PAYMENT: I have been paid a total of One-Hundred Thousand Dollars (\$100,000.00) in full payment for making this Release. I agree that I will not seek anything further, including any other payment from you. It is further recognized that this settlement agreement and payment is one-hundred (100) percent for personal injuries (physical).

4. WHO IS BOUND: I am bound by this Release. Anyone who succeeds to my rights and responsibilities, and all heirs, executors, and administrators are also bound. I specifically understand that all of the terms and conditions of the Release are for the benefit of, and are binding upon, me, my heirs, and anyone else who succeeds to our rights and responsibilities. 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. WARRANTY OF CAPACITY TO EXECUTE AGREEMENT: I represent and warrant that no other person or entity has any interest in the claims, demands, obligations or causes of action referred to in this Release except as otherwise set forth herein, and that I have the sole right and exclusive authority to execute this Settlement Agreement and receive the sum specified in it; and that I have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations, or causes of actions referred to in this Release.

6. REPRESENTATION OF COMPREHENSION OF DOCUMENT: In entering into this Release, I represent that I have relied upon the legal advice of my attorney, who is the attorney of my choice, and that the terms of this Release have been completely read and explained to me by my attorney, and that those terms are fully understood and voluntarily accepted by me.

7. GOVERNING LAW: This Release shall be governed by, and construed and interpreted according to, the laws of the State of New Jersey.

8. ADDITIONAL DOCUMENTS: All parties agree to cooperate fully and execute any and all supplementary documents and to take all actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Release.

9. CONFIDENTIALITY AND NON-DISCLOSURE: It is further understood and agreed upon that neither I nor my attorneys and agents will disclose any facts, terms, conditions, amount, or any other aspect of the settlement of this action to anyone for any reason except as may be necessary to defend or prosecute this and any related litigation.

Witnesses or Attested:

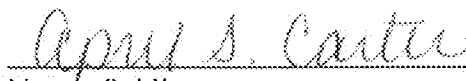
  
Louis Charles Shapiro, Esq.        
Sheila Stevenson

STATE OF NEW JERSEY :

SSS.:

COUNTY OF Cumberland :

I CERTIFY that on February 9, 2010, **Sheila Stevenson** came before me and acknowledged under oath, to my satisfaction, that this person is named in and personally signed this document and signed, sealed and delivered this document as her act or deed.

  
Notary Public  
April S. Carter  
my commission  
expires on MAY  
6, 2010