

GENERAL RELEASE

THIS GENERAL RELEASE (hereinafter "this Release") is entered into by and between CYNTHIA DAVIS (*hereinafter "Plaintiff"*) and DEPTFORD TOWNSHIP BOARD OF EDUCATION, (*hereinafter "Defendant"*), and its past and present officers, employees and agents (*hereinafter "Defendant"*), the Defendant's insurance carriers, GLOUCESTER, CUMBERLAND, SALEM SCHOOL DISTRICTS JOINT INSURANCE FUND and QUAL-LYNX, and any of their parents, subsidiaries, affiliates, assigns, agents, employees, shareholders and successors, and any/all healthcare and other providers, insured by them for the occurrences settled herein (*hereinafter "insurance carriers"*).

WHEREAS, Plaintiff, CYNTHIA DAVIS, filed a Complaint against Defendant in the Superior Court of New Jersey, Gloucester County, Law Division, entitled CYNTHIA DAVIS v. DEPTFORD TOWNSHIP BOARD OF EDUCATION, bearing Docket No. GLO-L-1215-13, and has asserted claims against the Defendant in connection with alleged events arising out of Plaintiff's employment with the Defendant; and

WHEREAS, the parties settled all controversies between them, including Plaintiff's claims bearing GLO-L-1215-13, and any and all related claims which could have been asserted, whether they are presently known or unknown; and

WHEREAS, Defendant vigorously and wholly denies each and every allegation made by Plaintiff, and enters into this settlement for reasons other than the merits of Plaintiff's claims, including to avoid the cost of litigation; and

NOW, for and in consideration of the agreements, covenants and conditions herein contained, the adequacy and sufficiency of which is hereby expressly acknowledged by the parties hereto; it is agreed as follows:

1. Terms of Settlement:

(a) The Defendant, by and through its insurance carriers, hereby agrees to pay Plaintiff, CYNTHIA DAVIS, the total settlement amount of FOUR THOUSAND DOLLARS and 00/100 (\$4,000.00), said settlement amount being fully and completely inclusive of all attorney's fees and costs incurred by counsel for Plaintiff and interest;

(b) Plaintiff agrees that, but for this General Release, she would not be entitled to the aforesaid payment and other terms of settlement described in the subsections under this paragraph;

(c) The settlement amount shall be paid by Defendant in the form of one or more checks. Payment shall be made within thirty (30) days upon receipt by Richard L. Goldstein, Esquire of Marshall, Dennehey, Warner, Coleman & Goggin of an original of this Release executed by the Plaintiff, along with a

signed original of a Stipulation of Dismissal with Prejudice ("Stipulation") in the matter bearing GLO-L-1215-13, a W-9 executed by Plaintiff's counsel, and a Child Support Judgment Search for the Plaintiff as required by the applicable statute;

(d) Tax Consequences. The parties understand and agree that an IRS Form 1099 designated in a settlement amount as "other income" will be issued. Plaintiff agrees to assume full liability for applicable state, federal and local taxes that may be required by law to be paid with respect to any settlement of payment described herein. Plaintiff further agrees that in the event that the Internal Revenue Service or any other taxing authority deems any tax, interest, penalties or other amounts to be due from the Defendant with respect to their settlement, Plaintiff will fully and completely indemnify the Defendant for any sums the Defendant may be required to pay, including reasonable attorney's fees and costs. It is the intent of the parties that the payments in paragraph 1 (a) above will be the Defendant's total payments to or for the benefit of Plaintiff. Plaintiff acknowledges and agrees that she is solely and completely responsible for any tax obligations, liabilities, or consequences arising out of the execution of this General Release and the payment under paragraph 1. The Parties intend this payment to compensate Plaintiff for emotional distress and related injuries. Should it be determined that any portion of the payment described in paragraph 1 is taxable, Plaintiff shall be solely responsible for same. Plaintiff further agrees that she shall indemnify and hold harmless Defendant for any and all claims, liabilities or consequences arising out of any unsatisfied tax obligations or liabilities. Plaintiff acknowledges that neither Defendant, nor any of its representatives or attorneys, nor Plaintiff's attorney, has made any promise, representation, or warranty, express or implied, regarding the tax consequences of the payment under paragraph 1. Plaintiff agrees and understands that her attorney has instructed her to consult with an accountant or other tax professional regarding the tax treatment of the sums paid pursuant to this General Release;

(e) Plaintiff, CYNTHIA DAVIS, certifies and warrants to the Defendant that she has no outstanding judgments for child support and that an appropriate judgment search has been conducted. Plaintiff agrees to provide a copy of said judgment search to the Defendant in accordance with the applicable statute as part of the settlement. In the event Plaintiff has outstanding child support judgments, Plaintiff hereby agrees that she will satisfy all such outstanding judgments out of the proceeds of this settlement and that she will fully and completely indemnify the Defendant for any sums the Defendant may be required to pay, including reasonable attorney's fees and costs, with respect to any such outstanding judgments; and

(f) Plaintiff's allegations against the Defendant arise out of alleged conduct which she claims caused personal injury, infliction of emotional distress and other related damages.

2. Dismissal of Action: Plaintiff understands and agrees that Richard L. Goldstein, Esquire of Marshall, Dennehey, Warner, Coleman & Goggin, counsel for the Defendant, will file the executed original of the Stipulation of Dismissal with Prejudice with the Superior Court of New Jersey, Gloucester County. The Plaintiff understands and agrees that the terms of the aforesaid dismissal are expressly incorporated by reference within this General Release as if fully set forth herein.

3. Release in Consideration for the Payment and the Consideration Provided for in This Agreement: Plaintiff personally and for her estate and/or heirs waives, releases and gives up any and all claims, demands, obligations, damages, including punitive damages, liabilities, causes of action and rights, in law or in equity, known and unknown, that she may have against the Defendant, its officers, agents, representatives and employees (present and former), and its respective successors and assigns, heirs, executors and personal or legal representatives, based upon any act, event or omission occurring before the execution of this Release including, but not limited to, any events related to, arising from, or in connection with Plaintiff's interactions with the Defendant. Plaintiff specifically waives, releases and gives up any and all claims arising from or relating to or association with the Defendant based upon any act, event or omission occurring before the execution of this Settlement, including but not limited to, any claim that was asserted or could have been asserted under any federal and/or state statutes, regulations and/or common law, expressly including, but not limited, to any potential claim regarding:

- (a) The National Labor Relations Act;
- (b) Title VII of the Civil Rights Act of 1964;
- (c) Sections 1981 through 1988 of Title 42 of the United States Code;
- (d) The Employment Retirement Income Security Act of 1974;
- (e) The Immigration Reform Control Act;
- (f) The Americans with Disabilities' Act of 1990;
- (g) The Age Discrimination & Employment Act of 1967;
- (h) The Fair Labor Standards;
- (i) The Occupational Safety & Health Act;
- (j) The Family & Medical Leave Act of 1993;
- (k) The Equal Pay Act;
- (l) The New Jersey Law Against Discrimination;
- (m) The New Jersey Minimum Wage Law;
- (n) The Equal Pay Law for New Jersey;

- (o) The New Jersey Worker Health & Safety Act;
- (p) The New Jersey Family Leave Act;
- (q) The New Jersey Conscientious Employee Protection Act;
- (r) Any anti-retaliation provision of any statute or law;
- (s) Any other federal, state or local, civil or human rights law or any other local, state or federal law, regulation or ordinance, any, provision of any federal state constitution, any public policy, contract, tort or common law, or any losses, injuries or damages (including back pay, front pay, liquidated, compensatory or punitive damages, attorney's fees and litigation costs);
- (t) Any common law claims for negligence, assault, battery, infliction of emotional distress and any and all other common law claims arising out of this litigation; and
- (u) 42 U.S.C. § 1983, 1988.

Plaintiff hereby acknowledges that she has twenty-one (21) days to review and consider this Agreement, which waives her rights (if any) under the Age Discrimination and Employment Act ("ADEA") (29 U.S.C. §621, et seq.), and that her execution of this Agreement prior to the expiration of that time period constitutes an express waiver of the consideration. Plaintiff further acknowledges that she has seven (7) days from the date of execution of this Release to rescind this Release by giving clear, written notice signed by her personally to Defendant.

4. Attorney's Fees and Costs: Plaintiff agrees that no amounts other than the payments to be made pursuant to paragraph 1 of this Release shall be sought by or owed to Plaintiff or her attorney in connection with this matter.

5. No Admission of Liability: It is expressly understood that neither the execution of this agreement nor any other action taken by the Defendant in connection with Plaintiff's alleged claims or this settlement, constitutes an admission by the Defendant of any violation of any law, duty or obligation, or that any decisions or actions taken in connection with Plaintiff was unwarranted, unjustified, retaliatory, discriminatory, wrongful or otherwise unlawful. It is further understood that the Defendant has entered into this agreement for reasons other than the merits of Plaintiff's claims including to avoid the cost of litigation and that the Defendant specifically denies any liability to Plaintiff or to any other person.

6. Entire Agreement: This Release contains the sole and entire agreement between the parties hereto and fully supersedes any and all prior agreements and understandings pertaining to the subject matter hereof. Plaintiff represents and acknowledges that, prior to executing this Release, she consulted her attorney (Ben Friedman, Esq.), had ample time to do so, obtained the advice of counsel prior to making the decision to execute the Release, and that Plaintiff has not relied upon any representation or statement not set forth in this Release made by any other party thereto, or their counsel or representatives, with regard to the subject matter of

this Release. No other promises or agreements shall be binding unless in writing, signed by the parties hereto, and expressly stated to represent an amendment to this Release.

7. Confidentiality: Plaintiff agrees and promises that, to the extent permitted by law, and unless directed to do so by Court Order or Subpoena, she will not disclose, in any manner whatsoever, any information regarding the existence or terms of this General Release or the facts and circumstances giving rise to the claim(s) in the Action, to any person or organization, public or private, within the United States of America, except that Plaintiff may disclose said information to her "immediate family members" as defined under the New Jersey Family Leave Act, or to her accountants, attorneys, doctors, the appropriate taxing authorities or other professionals.

8. Severability: Plaintiff agrees that if any Court declares any portion of this agreement unenforceable, the remaining portion shall be fully enforceable.

9. No Future Contact and/or Employment: Plaintiff recognizes and acknowledges that, to the extent permitted by law, her employment relationship with the Defendant is permanently and irrevocably severed and that she is not eligible for rehire or re-employment with the Defendant, the DEPTFORD TOWNSHIP BOARD OF EDUCATION, or any of its affiliates, now or at any time in the future, and hence covenants that at no time will she seek resumed employment or any other remunerative relationship.

Plaintiff further agrees and warrants that she will not apply to, or seek out employment with, Defendant, the DEPTFORD TOWNSHIP BOARD OF EDUCATION, or any of its affiliates, at any time after the effective date of this Agreement.

10. Applicable Law: This General Release shall be construed and interpreted in accordance with the laws of the State of New Jersey. Plaintiff agrees that any action to enforce or interpret this Release shall only be brought in a court of competent jurisdiction of the State of New Jersey or the Federal Courts of New Jersey.

11. Liens: In reaching this Release, the parties have paid consideration and attention to possible entitlement to the Plaintiff to receipt of Medicare or Medicaid benefits under 42 U.S.C. § 1395(y) as well as the entitlement of the Centers for Medicare and Medicaid Services to subrogation and intervention pursuant to 42 U.S.C. § 1395 (y)(b)(2) to recover any overpayment made by Medicare. It is not the purpose of this Release to shift to Medicare or Medicaid the responsibility for the payment of medical expenses for the treatment of injury-related conditions. This Release is intended to provide Plaintiff with a lump sum which will foreclose Defendant's responsibility for payments of any injury-related medical expenses, including, but not limited to, funds for non-Medicare-covered or non-reimbursable medical expenses.

Plaintiff affirms that as of the date she signs this Release, she is not Medicare eligible (i.e., is not 65 years of age or older; is not suffering from end stage renal failure; has not received Social Security Disability insurance benefits for 24 months or longer, etc.). Nonetheless, if the Centers for Medicare and Medicaid services (CMS) – which includes any related agency representing Medicare's or Medicaid's interests – determines that Medicare or Medicaid has an interest in the payment to Plaintiff under this settlement, Plaintiff agrees to hold harmless and

indemnify Defendant from any cause of action including, but not limited to, an action to recover or recoup Medicare or Medicaid benefits or loss of Medicare or Medicaid benefits, if the Centers for Medicare and Medicaid Services determine that the money set aside was spent inappropriately or for any recovery sought by Medicare or Medicaid including past, present and future conditional payments. Plaintiff shall be responsible for, and hold Defendant harmless from, any claim for conditional payments made by Medicare or Medicaid including past, present and future.

Plaintiff further agrees to hold harmless and indemnify Defendant from any cause of action including, but not limited to, an action to recover or recoup Welfare or related benefits which are applicable to, or are sought to be applied to any aspect of this settlement.

Plaintiff agrees to reasonably cooperate with Defendant upon request with respect to any claim that CMS may make and for which Plaintiff is required to indemnify Defendant under this paragraph.

Furthermore, in accordance with Perreira v. Rediger, 330 N.J. Super. 445 (App. Div. 2000) and all applicable law, Plaintiff personally guarantees and warrants that all liens and/or monetary obligations owed, whether public, private or otherwise, for any medical, wage or other benefits received by Plaintiff or paid by any third party on Plaintiff's behalf have been satisfied and paid off in their entirety by Plaintiff and/or an authorized agent out of the funds received pursuant to this Release. Plaintiff further agrees and warrants that in the event any third party seeks to recover outstanding liens or judgments from the Defendant with regard to the settlement, Plaintiff will fully and completely indemnify the Defendant for any sums the Defendant may be required to pay, including reasonable attorney's fees and costs.

12. No Claims Permitted/Covenant Not To Sue: Plaintiff waives her right to file any charge or complaint on her own behalf and/or to participate as a complainant, a Plaintiff, or charging party in any charge or complaint which may be made by any other person or organization on her behalf, with respect to anything which has happened up to the execution of this Agreement before any federal, state or local court or administrative agency against the Defendant, except if such waiver is prohibited by law. Should any charge or complaint be filed, Plaintiff agrees that she will not accept any relief or recovery therefrom. Plaintiff confirms that no such charge, complaint or action exists in any forum or form other than the Complaint bearing GLO-L-1215-13 and covenant not to file any charge, complaint or action in any forum or form against the Defendant based upon anything which is encompassed by the terms of this Agreement. Except as prohibited by law, in the event that any such charge, complaint or action is filed by Plaintiff, it shall be dismissed with prejudice upon presentation of this Agreement and Plaintiff shall reimburse the Defendant for the cost, including attorney's fees, of defending any such action.

13. Nonexclusivity of Remedies: The remedies provided for in the event any section of this Release is breached by the Plaintiff as discussed above shall not be construed to be exclusive and do not bar any other claims for relief, either at law or equity.

14. No Cooperation/Participation: Plaintiff covenants and agrees that she will not provide information or consulting advice or counsel to, or otherwise cooperate with or assist in

any manner, any entity or person, including, but not limited to, any employee or former employee of the Defendant asserting, or seeking to assert any cause of action, charge for any claim whatsoever against the Defendant unless compelled to do so by force of law or subpoena, with respect to any matter that is the subject of this action.

15. Strict Adherence: The failure of the parties to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver thereof or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of the Agreement.

16. No Assignment: No party to this Agreement may assign any of its benefits or delegate any of its duties thereunder without the express written consent of all other parties evidenced by a duly authorized and executed written instrument.

17. No Waiver of Breach: The waiver of any provision of this Agreement shall not be construed or operate as a waiver of any subsequent breach.

18. Effective Date: This Release will become effective on the date on which it has been executed.

BY SIGNING THIS AGREEMENT, CYNTHIA DAVIS, STATES THAT:

- a). SHE HAS READ IT;
- b). SHE UNDERSTANDS IT AND KNOWS THAT SHE IS GIVING UP IMPORTANT RIGHTS, AND THAT SHE IS GIVING UP ANY SUCH RIGHTS OR CLAIMS IN EXCHANGE FOR A PAYMENT TO WHICH SHE WAS NOT ALREADY ENTITLED;
- c). SHE AGREES TO ABIDE BY ALL OF THEIR OBLIGATIONS IN SAID AGREEMENT;
- d). HER ATTORNEY(S) NEGOTIATED THIS GENERAL RELEASE WITH HER KNOWLEDGE AND CONSENT;
- e). SHE HAS BEEN ADVISED TO CONSULT WITH HER ATTORNEY(S) PRIOR TO EXECUTING THIS SETTLEMENT AGREEMENT AND RELEASE, AND HAS, IN FACT, DONE SO; AND
- f). SHE HAS SIGNED THIS SETTLEMENT AGREEMENT AND RELEASE KNOWINGLY AND VOLUNTARILY.

PLEASE READ CAREFULLY. THIS AGREEMENT HAS IMPORTANT LEGAL CONSEQUENCES.

IN WITNESS WHEREOF, Plaintiff has hereunto signed this Release the day and year below written.

DATED: 3-2-14

Cynthia Davis
CYNTHIA DAVIS, Plaintiff

WITNESSED BY:
Christina Lagaw

SSN: [REDACTED]

Privacy; protection of personal identifying information (N.J.S.A. 47:1A-1; N.J.S.A. 47:1A-9; N.J.S.A. 47:1A-1.1)

STATE OF NEW JERSEY, COUNTY OF Burlington; ss.

I CERTIFY that on April 2, 2014,
Cynthia Davis, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

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

Jane Passarella
Notary Public

My Commission Expires: _____

DATED: 4-2-14

Jane M. Passarella
Notary Public of New Jersey
My Commission Expires November 2, 2014

Prepared by:

Richard L. Goldstein, Esq.
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