

CONFIDENTIAL GENERAL RELEASE

THIS CONFIDENTIAL GENERAL RELEASE (hereinafter "this Release") is entered into by and between BONNIE STANTON (hereinafter "Plaintiff") and DEPTFORD TOWNSHIP BOARD OF EDUCATION (hereinafter "Defendant").

WHEREAS, Plaintiff, BONNIE STANTON, filed a Complaint against Defendant in the Superior Court of New Jersey, Law Division, Camden County, entitled Bonnie Stanton vs. Deptford Township Board of Education, et al., bearing Docket No. CAM-L-1720-11, which matter was subsequently removed to the United States District Court for the District of New Jersey, Camden Vicinage, under Civil Action No. 1:11-cv-02525, and has asserted claims against the Defendant in connection with, or arising out of, events relating to Plaintiff's employment with, and separation from, Defendant; and

WHEREAS, the parties settled all controversies between them, including Plaintiff's claims bearing Civil Action No. 1:11-cv-02525, 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

WHEREAS, Plaintiff agrees that the merits of the claims against the Defendant are disputed and have not been adjudicated by any Court;

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 hereby agrees to pay Plaintiff the total settlement amount of Five Thousand Dollars (\$5,000.00), 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 Confidential General Release, she would not be entitled to the aforesaid payment and other terms of settlement described in subsection (a) above;

(c) The settlement amount shall be paid by Defendant in the form of a check. Payment shall be made within thirty (30) days upon receipt by Matthew J. Behr, Esquire of Marshall, Dennehey, Warner, Coleman & Goggin of an original of this Confidential General Release, executed by the Plaintiff, along with a signed original of a Stipulation of Dismissal with Prejudice ("Stipulation") in the matter bearing Civil Action No.1:11-cv-02525, 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" may 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 his settlement, Plaintiff will fully and completely indemnify the Defendant for any sums the Defendant may be required to pay. 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 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; and

(e) Plaintiff 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 liable to pay.

2. Dismissal of Action: Plaintiff understands and agrees that Matthew J. Behr, 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 United States District Court for the District of New Jersey, Camden Vicinage. The Plaintiff understands and agrees that the terms of the aforesaid dismissal are expressly incorporated by reference within this Confidential 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 their 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;

(u) 42 U.S.C. § 1983, 1988;

(v) Defamation, slander, slander per se and/or libel; and

(w) Malicious abuse of process.

4. Attorney's Fees and Costs: Plaintiff agrees that Plaintiff will bear her own costs and attorney's fees which have been incurred in connection with the within matter and in connection with the negotiation and preparation of this Release and that no amounts other than the payment to be made pursuant to paragraph 1 of this Release shall be sought by or owed to Plaintiff or his 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 were unwarranted, unjustified, retaliatory, discriminatory, defamatory, wrongful or otherwise unlawful. The parties agree that the Defendant has entered into this Confidential General Release 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. Mutual Confidentiality: Plaintiff agrees and promises that, unless directed to do so by Court Order or Subpoena, she will not disclose, in any manner whatsoever, any information regarding the events, circumstances and facts of the underlying claim or information relating to the contents of this Confidential General Release, 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. Additionally, defendant agrees to confidentiality as permitted by law. Plaintiff fully recognizes defendant's obligations pursuant to the Open Public Records Act ("OPRA") and any other law or common law that would trump this agreement for confidentiality.

7. 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 (Daniel B. Zonies, Esquire), had ample time to do so, obtained the advice of counsel prior to making the decision to execute the Confidential General Release and that Plaintiff has not relied upon any representation or statement not set forth in this Confidential General 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 Confidential General Release.

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

9. 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.

10. Liens. 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 Confidential General 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 liable to pay.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. No Future Employment: Plaintiff agrees that she has no right to employment or re-employment with the Defendant after the requirements of this Release are met. Plaintiff

further agrees and warrants that she will not apply to or seek out employment with the Defendant.

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

18. Medicare Lien:

- (a) To the best of my knowledge and belief, there are no Medicare, Social Security, hospital, medical insurance coverage, subrogation claims nor any other type of liens which could be claimed from the settlement payment;
- (b) I am not currently enrolled in Medicare Plan A or Plan B;
- (c) I am not currently eligible for Medicare benefits;
- (d) I am not currently receiving Social Security disability benefits and have not received Social Security benefits for the last twenty-four (24) months;
- (e) I do not have end-stage renal disease; and
- (f) It is understood and agreed that the information provided above will be provided to the Centers for the Medicare and Medicaid Services pursuant to the Medicare, Medicaid and SCHIP Extension Act of 2007.

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

DATED: June 10th, 2013

Bonnie L. Stanton
BONNIE STANTON, Plaintiff

WITNESSED BY:

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)

SSN: 

STATE OF NEW JERSEY, COUNTY OF Gloucester; ss.




I CERTIFY that on June 10, 2013, 2013.

Bonnie L. Stanton personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (g) is named in and personally signed this document; and

(h) signed, sealed and delivered this document as his or her act and deed.


Notary Public

My Commission Expires: Oct 1, 2013

LAW OFFICES
Daniel B. Zonies
1011 Evesham Road
Voorhees, NJ 08043

State of NJ

DATED: 6/10/13

Prepared by:

Matthew J. Behr, Esquire
MARSHALL, DENNEHEY, WARNER, COLEMAN & GOGGIN
Woodland Falls Corporate Park
200 Lake Drive East, Suite 300
Cherry Hill, NJ 08002
(856) 414-6000

06/2700840.v1