

of the Plaintiff's constitutional and civil rights.

2. Plaintiff further invokes this Court's supplemental jurisdiction, pursuant to 28 U.S.C. § 1367, over any and all state law claims and as against all parties that are so related to claims in this action within the original jurisdiction of this court that they form part of the same case and controversy.

3. Venue in this District is properly laid under 28 U.S.C. § 1391(b) and (c) in that Defendant City of Bridgeton is administratively located within the District of New Jersey, and the events giving rise to this claim occurred within the boundaries of the District of New Jersey.

PARTIES

4. Plaintiff Shakera Brown, ("Ms. Brown") at all times hereto was a resident of Bridgeton, New Jersey located in the County of Cumberland. Ms. Brown is 22 years of age.

5. Defendant, City of Bridgeton is a municipal corporation located in the County of Cumberland, New Jersey located at 181 E. Commerce St., City Hall Annex, Bridgeton, NJ 08302.

6. Defendant Bridgeton Police Department is a law enforcement agency commissioned under the laws, regulations, and charter of the City of Bridgeton and operates as the City of Bridgeton's chief law enforcement agency, and is located at 330 Fayette St., Bridgeton, New Jersey 08302.

7. Defendant Officer Braheme Days ("Officer Days") at all times hereto was employed as a patrolman with the Bridgeton Police Department. By virtue of his employment with the Bridgeton Police Department, Officer Days was an employee of the City of Bridgeton.

STATEMENT OF FACTS

8. On or about January 20, 2014, at approximately 5:00 p.m. Plaintiff Shakera Brown was approached by Officer Days in his patrol vehicle outside of a local Rite Aid store in

Bridgeton.

9. Officer Days was allegedly responding to a report of suspected shop lifting in the area and accordingly stopped Ms. Brown because she allegedly fit the description of the reported shoplifter.

10. Officer Days stopped Ms. Brown at the intersection where the Rite Aid store was located, and commenced to question Ms. Brown regarding the shop lifting that was reported.

11. Officer Days asked Ms. Brown for identification, which she provided, and thereafter Officer Days informed Ms. Brown that she fit the description of the reported shoplifter.

12. Officer Days then proceeded to inform Ms. Brown that he was going to have to arrest her on suspected shoplifting unless the two of them could “work something out.”

13. Specifically, Officer Days stated to Ms. Brown “there are two ways we can handle this: I can take you to jail, or we can handle this in an adult manner.”

14. Ms. Brown asked Officer Days what did that mean, and Officer Days replied “I think you know what that means.”

15. Ms. Brown informed Officer Days that she has children at home and could not go to jail.

16. Officer Days then informed Ms. Brown, “then I guess we’re going to handle this in the adult manner.”

17. Officer Days then retrieved his cell phone from his pocket and requested that Ms. Brown put her cell phone number into his phone. Ms. Brown reluctantly complied.

18. Officer Days then informed Ms. Brown that he would call her later to discuss how they were going to handle the “adult matters.”

19. Officer Days got back into his police vehicle and Ms. Brown proceeded to walk

home, which was a few blocks away.

20. Later that evening at approximately 8:00 p.m., Ms. Brown received a phone call from an unknown phone number.

21. Ms. Brown answered the phone and on the other end was Officer Days, who was waiting in his police vehicle just a few blocks away.

22. Officer Days informed Ms. Brown that he was nearby and commanded that she come to see him right away to handle the “adult matters” that he mentioned previously.

23. Ms. Brown, who was home at the time, complied with Officer Days’ request and proceeded to walk over to where Officer Days was waiting.

24. Ms. Brown left her house and walked to a nearby secluded street, which was not easily visible or accessible from the main road, where Officer Days was waiting in his police vehicle.

25. Ms. Brown approached the vehicle from the driver’s side, and as she approached Officer Days rolled the window down to greet Ms. Brown.

26. Officer Days exited the vehicle and escorted Ms. Brown to the rear of the vehicle where Officer Days positioned himself by leaning back on the trunk of the vehicle as Ms. Brown stood of front him.

27. Officer Days said he didn’t have a lot of time as he was still on duty, but wanted to see Ms. Brown before his shift ended, at which time he would come see her again later.

28. Officer Days then proceeded to unzip his uniform pants, and pull out his penis. Officer Days then commanded Ms. Brown to “go ahead, and take care of that.”

29. Ms. Brown was upset and told Officer Days that “[she] did not want to do this,” to which Officer Days stated, “then I’ll take you to jail.”

30. Ms. Brown, who was afraid of the thought of going to jail, reluctantly began to

perform oral sex on Officer Days. Officer Days leaned against the trunk of the police vehicle while Ms. Brown kneeling on the ground was forced to perform oral sex for him.

31. After the oral sex was completed Officer Days stated that he wanted to continue the “adult matters” and would call Ms. Brown when he completed his shift that evening.

32. Ms. Brown walked back home after this initial encounter.

33. Later that evening, at approximately 11:00 p.m. Ms. Brown received another call from an unknown phone number, again it was Officer Days on the other end.

34. Officer Days asked Ms. Brown if she was ready to “finish handling these adult matters.”

35. Ms. Brown again voiced her displeasure with Officer Days’ behavior, to which Officer Days replied “if you don’t do what I say you’ll go to jail.”

36. Officer Days informed Ms. Brown that he was done his shift and was on his way to pick her up.

37. At approximately 11:30 p.m. that evening, Officer Days called Ms. Brown and informed her that he was at a nearby intersection and was waiting for her.

38. Ms. Brown, who was home, left the house to go meet Officer Days.

39. When Ms. Brown approached the vehicle, this time she noticed that Officer Days was in his personal vehicle.

40. Ms. Brown entered the vehicle and Officer Days drove off.

41. Officer Days and Ms. Brown drove for approximately one (1) hour, outside of the town of Bridgeton, where upon information and belief they arrived at Officer Days’ residence believed to be in Cape May County.

42. Officer Days exited the vehicle and went inside the residence, while Ms. Brown stayed in the vehicle.

43. Upon Officer Days' return to the vehicle, Officer Days drove off and traveled for approximately 10 minutes to a nearby Comfort Inn Motel believed to be in Vineland, New Jersey ("Vineland Comfort Inn")

44. Upon arriving at the Vineland Comfort Inn at approximately 1:00 a.m. the morning of January 21, 2014, Officer Days and Ms. Brown were met by another male, believed to be a cousin of Officer Days, who handed Officer Days a key to a motel room at the Vineland Comfort Inn.

45. Officer Days took Ms. Brown to the motel room, where he commanded Ms. Brown to perform sexual acts for him.

46. Over Ms. Brown's objections, Officer Days and Ms. Brown engaged in sexual intercourse from approximately 1:30 a.m. to 4:30 a.m. that morning.

47. At approximately 5:00 a.m. the parties left the Vineland Comfort Inn and traveled back to Bridgeton.

48. After the initial encounter on January 20th/21st 2014, Officer Days engaged in a pattern of sexual harassment, intimidation, and extortion of Ms. Brown.

49. Shortly after the first sexual encounter, Officer Days provided Ms. Brown with a pre-paid cellular phone so that Officer Days could contact Ms. Brown whenever he needed to.

50. Officer Days did exactly that.

51. Officer Days would call and text the pre-paid cellular phone he provided to Ms. Brown almost daily, demanding that she come to see Officer Days because he wanted sex.

52. Officer Days would constantly remind Ms. Brown of their "agreement" that as long as she provided sex whenever Officer Days requested, she would not go to jail, if Ms. Brown refused she would go to jail.

53. In light of the harassing behavior, during the summer of 2014, Ms. Brown made a

verbal complaint to a Lieutenant Slabado (sic) of the Bridgeton Police Department. Ms. Brown had informed Lieutenant Slabado that she was being sexually harassed by Officer Days.

54. When asked by Lieutenant Slabado what she meant by sexually harassed, Ms. Brown had informed Lieutenant Slabado that she was being extorted by Officer Days to have sex with him to stay out of jail.

55. Lieutenant Slabado said he would look into the matter.

56. However, following Ms. Brown's complaint to Lieutenant Slabado, Officer Days' behavior got progressively worse.

57. During the summer of 2014, Officer Days called Ms. Brown and demanded that she meet him, this time at a nearby house in Bridgeton.

58. The house was located in Bridgeton Village.

59. Ms. Brown, who worked nearby, complied with Officer Days' request.

60. Upon arrival at the house, Ms. Brown told Officer Days that she was no longer going to be forced to have sex with him. Officer Days then told Ms. Brown that she had a "no bail" warrant out for her arrest and that if she didn't comply he would take her in immediately.

61. Consequently, Ms. Brown reluctantly complied and engaged in unwanted sexual intercourse with Officer Days—but this time Officer Day was adamant that he wanted to have sex with Ms. Brown this time without protection—he did.

62. Following this unwanted sexual encounter, Ms. Brown made an emergency appointment with her gynecologist in order to be screened for sexually transmitted diseases. Justly, Ms. Brown was concerned that she may have contracted any number of sexually transmitted diseases from Officer Days; as a result of being forced to have unprotected sex with him.

63. At the time, Ms. Brown was medically cleared of any sexually transmitted

diseases, but has to undergo screening for the foreseeable future. Because some sexually transmitted diseases take months or even years to surface.

64. Ms. Brown's last encounter with Officer Days was in December of 2014. At that time Ms. Brown remained under Officer Days' control.

65. Further, the threat of Officer Days' sexual extortion, intimidation, and deprivation of Ms. Brown's civil rights remain.

66. Ms. Brown is currently undergoing psychiatric treatment for the acts committed by Officer Days since January 2014.

CAUSES OF ACTION

(COUNT I) DEPRIVATION OF RIGHTS UNDER THE FOURTH AND FOURTEENTH AMENDMENTS AND 42 U.S.C. §1983 AGAINST ALL DEFENDANTS

67. Plaintiff re-alleges and incorporate by reference the allegations set forth in each preceding paragraph as if fully set forth herein.

68. The conduct and actions of Defendants Officer Days, Bridgeton Police Department, and City of Bridgeton, acting in concert and under color of law, in allowing, directing and/or causing the Plaintiff to be sexually harassed, intimidated, and extorted by Defendants was unreasonable, was done intentionally, willfully, maliciously, with a deliberate indifference and/or with a reckless disregard for the natural and probable consequences of their acts, was done without lawful justification or reason, and was designed to and did cause specific and serious physical and emotional pain and suffering in violation of Plaintiff's rights as guaranteed under 42 U.S.C. §1983, and the Fourth and Fourteenth Amendments to the United States Constitution, including the right to be free from a unreasonable search and seizure and right to be free from the use of excessive, unreasonable and unjustified force.

69. As a direct and proximate result of the foregoing, Plaintiff were subject to great

physical and emotional pain and humiliation, was deprived of their liberty and was otherwise damaged and injured.

(COUNT II)
MUNICIPAL LIABILITY
FOR CONSTITUTIONAL VIOLATIONS
MONELL CLAIM AGAINST THE CITY OF BRIDGETON- 42 U.S.C. §1983

70. Plaintiff re-alleges and incorporate by reference the allegations set forth in each preceding paragraph as if fully set forth herein.

71. The City of Bridgeton directly caused the constitutional violations suffered by Plaintiff, and is liable for the damages suffered by Plaintiff as a result of the conduct of the defendant officer. The conduct if the defendant officer were a direct consequent of the policies and practices of Defendant City of Bridgeton.

72. At all times relevant to this Complaint Defendant City of Bridgeton, acting through the Bridgeton Police Department and Officer Days had in effect policies, practices, and customs that condoned and fostered the unconstitutional conduct of the individual defendants, and were a direct and proximate cause of the damages and injuries complained herein. The existence of these unconstitutional customs and policies is evidenced by the countless repeated occurrences of similar wrongful conduct of the Bridgton Police Department and Officer Days.

73. The City of Bridgeton knew or should have known of the defendant officer' propensity to engage in misconduct of the type alleged herein. Upon information and belief, citizens of Bridgeton has made numerous Complaints about Officer Days' "rogue" behavior over the years.

74. It was the policy and/or custom of the City of Bridgeton to inadequately and improperly investigate citizen complaints of police misconduct, and acts of misconduct were instead tolerated by the City of Bridgeton, including but not limited to, the incidents complained herein.

75. It was the policy and/or custom of the City of Bridgeton to inadequately train, supervise and discipline its police officer, including the defendant officer, thereby failing to adequately discourage further constitutional violations on the part of its police officer. The City did not require appropriate in-service training and re-training of officer who were known to have engaged in police misconduct.

76. As a result of the above described policies and customs, police and warrant officer of the City of Bridgeton, including the defendant officer, believed that their actions would not be properly monitored by supervisory officer and that misconduct would not be investigated or sanctioned, but would be tolerated.

77. The wrongful policies, practices, customs and/or usages complained of herein, demonstrated a deliberate indifference on the part of the policymakers of the City of Bridgeton to the constitutional rights of persons within the city, and were the direct and proximate cause of the violations of Plaintiff's rights alleged herein.

(COUNT III)
ASSAULT AND BATTERY
AGAINST DEFENDANT OFFICER BRAHEME DAYS

78. Plaintiff re-alleges and incorporate by reference the allegations set forth in each preceding paragraph as if fully set forth herein.

79. By the conduct and actions described above, Defendant Officer Days inflicted the torts of assault and battery upon Plaintiff. The acts and conduct of the Defendant was the direct and proximate cause of injury and damage to Plaintiff and violated Plaintiff's statutory and common law rights guarantee by the laws and Constitution of the State of New Jersey.

80. Defendant's acts constituted an assault upon Plaintiff, in that Defendant intentionally attempted to commit assault battery upon her, and further that Defendant's acts represented a grievous affront to Plaintiff.

81. Defendants' acts constituted a battery upon Plaintiff in that the above described bodily contact was intentional, unauthorized, and grossly offensive in nature.

82. The actions of Defendant was intentional, reckless, and unwarranted, and without any just cause or provocation, and Defendant's knew, or should have known, that their actions were without the consent of Plaintiff.

83. The injuries sustained by Plaintiff were caused wholly and solely by reason of the conduct described, and Plaintiff did not contribute thereto.

84. As a direct and proximate result of the foregoing, Plaintiff was subjected to great physical and emotional pain and humiliation, was deprived of his liberty, and was otherwise damaged and injured.

COUNT IV
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
AGAINST ALL DEFENDANTS

85. Plaintiff re-alleges and incorporate by reference the allegations set forth in each preceding paragraph as if fully set forth herein.

86. Defendants' conduct, in forcing Plaintiff to perform unwanted sexual acts or go to jail, was extreme, outrageous, and utterly intolerable in a civilized community; conduct which exceeded all reasonable bounds of decency.

87. Defendants' conduct, described above, was intended to and did cause severe emotional distress to Plaintiff.

88. The conduct of Defendants was the direct and proximate cause of injury and damage to Plaintiff and violated their statutory and common law rights as guaranteed by the laws and Constitution of the State of New Jersey.

89. As a result of the foregoing, Plaintiff were deprived of their liberty, were subject to serious physical and emotional pain and suffering and was otherwise damaged and injured.

(COUNT V)
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS
AGAINST ALL DEFENDANTS

90. Plaintiff re-alleges and incorporate by reference the allegations set forth in each preceding paragraph as if fully set forth herein.

91. Defendants' conduct, in forcing Plaintiff to perform unwanted sexual acts or go to jail, was careless and negligent as to the emotional health of Plaintiff, and caused emotional distress to Plaintiff.

92. The acts and conduct of Defendants' were the direct and proximate cause of injury and damage to Plaintiff and violated their statutory and common law rights as guarantees by the laws and Constitution of the State of New Jersey.

93. As a result of the foregoing, Plaintiff were deprived of their liberty, were subjected to serious physical and emotional pain and suffering, and were otherwise damaged and injured.

(COUNT VI)
NEGLIGENCE
AGAINST CITY ALL DEFENDANTS

94. Plaintiff re-alleges and incorporate by reference the allegations set forth in each preceding paragraph as if fully set forth herein.

95. Defendants, while acting as agent and employees for Defendant City of Bridgeton owed a duty to Plaintiff to not allow Officer Days to force Plaintiff to perform sexual acts as consideration for not going to jail, constitutes negligence for which Defendants are jointly and severally liable.

96. As a proximate result of Defendants' negligence in allowing Officer Days to force Plaintiff to perform sexual acts as consideration for not going to jail, Plaintiff sustained physical

and emotional pain and suffering, and was otherwise damaged and injured.

(COUNT VII)
RESPONDEAT SUPERIOR LIABILITY
OF THE CITY OF BRIDGETON FOR STATE LAW VIOLATIONS
AGAINST CITY OF BRIDGETON AND BRIDGETON POLICE DEPARTMENT

97. Plaintiff re-alleges and incorporate by reference the allegations set forth in each preceding paragraph as if fully set forth herein.

98. Officers Days conduct alleged herein occurred while he was on duty and in uniform, in and during the course and scope of their duties and functions as Bridgeton Police Department, and while they were acting as an agent, officer, servant and employee of Defendant City of Bridgeton. As a result, Defendant City of Bridgeton is liable to Plaintiff pursuant to the state common law doctrine of respondeat superior.

(COUNT VIII)
NEGLIGENT SUPERVISION RETENTION AND TRAINING
AGAINST CITY OF BRIDGETON AND BRIDGETON POLICE DEPARTMENT

99. Plaintiff re-alleges and incorporates by reference the allegations set forth in each preceding paragraph as if fully set forth herein.

100. Defendant City of Bridgeton negligently trained, retained, and supervised Defendants.

101. The acts and conduct of Defendants were the direct and proximate cause of injury and damage to Plaintiff and violated their statutory and common law rights as guaranteed by the laws and Constitution of the State of New Jersey.

65. As a result of the foregoing, Plaintiff were deprived of their liberty, was subject to great physical and emotional pain and suffering, and was otherwise damaged and injured.

WHEREFORE, Plaintiff demand the following relief jointly and severally against all of the Defendants:

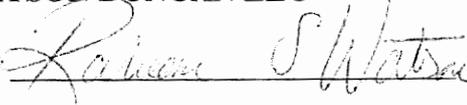
- a. Compensatory damages in excess of twenty-five million dollars (\$25,000,000.00)

or in an amount to be determined by a jury;

- b. Punitive damages in an amount to be determined by a jury;
- c. The convening and empanelling of a jury to consider the merits of the claims herein;
- d. Costs and interests and attorney's fees; and
- e. Such other and further relief as this Court may deem just and proper.

Date: February 26, 2015

WATSON DUNCAN LLC

By: 

Raheem S. Watson, Esquire
I.D. # 8535
BNY Mellon Center
1735 Market Street, Suite 3750
Philadelphia, PA 19103
(267) 507-6143 (T)
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Attorneys for Plaintiff Shakeria Brown

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (hereinafter "Release") is made and entered into this 17th day of December, 2015, by and between Shakera Brown and her heirs, assignees, estate, executors, and administrators (hereinafter "Plaintiff"), the Plaintiff in the United States District Court for the District of New Jersey, Case No. 15-01452, and the City of Bridgeton (the "City" or "Bridgeton"), and the Bridgeton Police Department, (hereinafter collectively referred to as "Defendants")

WHEREAS, Plaintiff brought the aforementioned lawsuit asserting claims as are more fully set forth in the pleadings filed; and

WHEREAS, Defendants deny and continue to deny any liability for the claims alleged on behalf of all the Defendants, as well as the City's officers and employees; and

WHEREAS, Plaintiff continues to assert the validity of her claims; and

WHEREAS, Plaintiff and Defendants (hereinafter collectively "the Parties") wish to avoid further litigation and resolve their differences; and

WHEREAS, Plaintiff's claims against Braheme Days have already been voluntarily withdrawn, with prejudice; and

WHEREAS, Plaintiff agrees to voluntarily withdraw, with prejudice, her claims against the Defendants, the City of Bridgeton and the Bridgeton Police Department:

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, and intending to be bound legally thereby, the Parties agree as follows:

1. The City of Bridgeton, shall pay to Plaintiff, by a settlement draft payable to "WATSON LLC, in Trust for Shakera Brown", the amount of five thousand dollars (\$5,000.00), which includes legal fees, fees, and costs, in full and final settlement of Plaintiff's claims for

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damages of any sort that Plaintiff has alleged that she has suffered and includes any amount due and owing to Plaintiff by Defendants.

2. Payment of the sum set forth in subsection (1), *supra*, shall extinguish all of Plaintiff's pending litigation and shall satisfy all claims that Plaintiff may have against Defendants as of the date Plaintiff executes this Agreement. Payment of such sum also shall satisfy all claims for attorneys' fees, expenses, and/or costs by Plaintiff and/or her attorneys pursuant to any statute or rule of court.

3. This Agreement shall in no way be construed as an admission that Defendants or any of its officers or employees, acted wrongfully with respect to Plaintiff or that Plaintiff has any claim against any of the Defendants, or their officers or employees. Defendants specifically disclaim any liability to or wrongful conduct against Plaintiff.

4. Plaintiff, on behalf of herself, her heirs, assignees, estate, executors, and administrators, hereby fully releases and forever discharges Defendants or any of its officers or employees; and Scottsdale Insurance Company (hereinafter "Released Parties") from any and all claims, demands, or causes of action, known or unknown, that she may now have or ever had as of the date of execution of this Agreement against Released Parties, their agents, officers, directors, employees, agents, insurers, representatives, heirs, and attorneys under any federal, state, or local law or regulation including equitable claims and administrative claims. This Agreement expressly extinguishes any and all claims under 42 U.S.C. § 1983, the First, Fourth and Fourteenth Amendments to the United States Constitution, New Jersey's constitution and statutes, and common law, known and unknown, whether or not pled including any and all claims that could arise from the incidents alleged in Plaintiff's complaint. It further includes claims by Plaintiff or her attorneys for attorneys' fees, expenses, and costs.

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5. Plaintiff further agrees not to divulge the specifics of the settlement of the above-referenced matter or this Agreement to any person or entity other than her attorneys and accountant. Confidentiality regarding the existence of the above-referenced civil litigation, the facts surrounding the same, and the terms of the Agreement including the manner and source of payment and amount of payment, is of essence to this Agreement. This confidentiality provision shall survive, and be given full force and effect separately from any invalid, unenforceable, or inoperative provision of the Agreement. The settlement of this litigation shall not be characterized as a victory or defeat, or as a substantial or insubstantial resolution, on in any similar fashion whatsoever. If Plaintiff is asked about her claims, she shall respond only that, "The matter has been resolved." Plaintiff understands and agrees that a breach of this confidentiality term will cause substantial and irreparable harm to Defendants, to an extent that will support equitable relief, including but not limited to the issuance of a temporary and/or final restraining Order, together with an award of compensatory damages in an amount determined by the Court as appropriate. Plaintiff further understand and agree that the U.S. District Court for the District of New Jersey, Camden Vicinage, shall retain jurisdiction over any alleged breach of this confidentiality provision, and further, than Defendants shall not be required to post a bond as a condition precedent to obtaining equitable relief from that Court. The parties acknowledge and agree that \$100.00 of the settlement payment is made as consideration for the Plaintiff's confidentiality.

6. Plaintiff represents and warranties that she has not disclosed or disseminated and will not disclose or disseminate to any person other than her attorneys or accountant the terms and conditions of this settlement, nor shall she disclose or disseminate the existence of her claim or the facts surrounding the same. She agrees to direct her attorneys and accountant to keep same

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confidential as well. In the event of such a breach, all other provisions of the Agreement shall remain in full force and effect.

7. Defendants agree, to the extent permitted by law, to keep the terms of this Agreement confidential.

8. Plaintiff further agrees, represents, and warrants that any liens, including, without limitation, any child support liens, Workers' Compensation liens, Medicare or Medicaid liens, other medical liens, insurance liens, New Jersey Hospital Care Payment Assistance Program ("Charity Care") liens, Department of Public Welfare ("DPW") liens, attorney liens or any other potential liens arising from or related to the injuries and/or damages sustained in the subject incident, or benefits received by Defendants as a result thereof, have been settled and/or fully satisfied. However, in the event that any such lien(s) are asserted or attempted to be asserted against Defendants, then Plaintiff agrees that she will satisfy such lien(s), and Plaintiff further agrees to defend, indemnify, and forever hold harmless Released Parties from and against any and all liens, claims, cross claims, demands, suits or actions for contribution, indemnity and/or subrogation by any other person(s), party(ies), or entity(ies) which have been or may be made against Released Parties on account of or in any manner resulting from any losses, damages, benefits, liens or payments received which arise out of, or are in any way related to, the incident that is the subject of the above-referenced lawsuit, including, without limitation, any Workers' Compensation liens, Medicare or Medicaid liens, any medical liens, subrogation liens, claims, demands, or suits asserted or to be asserted by any insurance carrier(s), health insurance carrier(s), disability insurance carrier(s), hospitals, medical centers, doctors, nurses, health care providers, public welfare agencies, attorneys or any other persons or entities from whom Plaintiff

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and/or her heirs, beneficiaries, successors-in-interest and/or assigns have received, are receiving and/or may be entitled to receive, any services or benefits.

9. Plaintiff agrees to indemnify, hold harmless and defend Released Parties from any cause of action, including, but not limited to any loss of Medicare or Social Security benefits, or any recovery the Centers for Medicare and Medicaid Services may pursue, including for any recovery sought by Medicare for past, present and future liens. Plaintiff also agree to release any right to bring any possible future action under the Medicare Secondary Payer Statute (MSP) against Defendants and their Insurers.

10. Plaintiff declare and expressly warrants that she: is not Medicare eligible nor within thirty (30) months of becoming Medicare eligible; that there have been no payments made for Medicare benefits and none are expected to be received in the next thirty (30) months; is not 65 years of age or older; are not suffering from end-stage renal failure; has not received Social Security benefits for twenty-four (24) months or longer; and has not applied for Social Security disability benefits nor is appealing their denial; and therefore, no Medicare Set Aside Arrangement ("MSA") is being established. In the event any of the above information is false or is in any way incorrect, Plaintiff shall be solely liable for any and all actions, causes of action, penalties, claims, costs, services, compensation or the like resulting from these inaccuracies. Plaintiff further agrees to indemnify, defend and hold harmless Defendants, including Defendants' past, present and future officers, directors, shareholders, attorneys, insurers, trustees, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest and assigns and all other persons, firms or corporations with whom any of the former have been, are now, or may hereafter be affiliated, from and against any action, cause of action, claim, penalty, statutory fine, and attorneys' fees, including,

but not limited to, an action to recover or recoup Medicare benefits paid or a loss of Medicare benefits or for any recovery sought by Medicare, including past, present and future payments, benefits, qualified expenses and/or liens, and including any such claims, actions, causes of action, enforcement proceedings, penalties and similar sanctions under the Medicare Secondary Payer Act ("MSP Act"), 42 U.S.C. § 1395y and its accompanying federal regulations at 42 CFR § 411.1, *et seq.*, including 42 CFR § 411.46 and 42 CFR § 411.47. Plaintiff, further agrees to waive any and all potential future rights, rights of action, causes of action and claims that she may have against Defendants, including Defendants' past, present and future officers, directors, shareholders, attorneys, insurers, trustees, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest and assigns and all other persons, firms or corporations with whom any of the former have been, are now, or may hereafter be affiliated, under the requirements, regulations and provisions of the MSP Act and its accompanying regulations.

11. Child Support Certification. Plaintiff hereby acknowledges and understands her obligation to comply with the legal requirements of N.J.S.A. 2A:17-56.23b, including, but not limited to, the requirement to perform a certified child support judgment lien search and to provide Releasees with said documentation prior to the Releasees' disbursement of the Payment. Plaintiff agrees that she shall direct her attorney to perform the judgment search required by N.J.S.A. 2A:17-56.23b, and deliver a copy of the certification to Releasees' counsel. Plaintiff further understands and acknowledges that, no settlement funds due Plaintiff under this Release shall be released prior to the receipt of the judgment search certification.

12. The foregoing provisions are specifically intended to prevent Defendants from ever having to make any payment(s), other than the payment(s) referenced herein above, to any

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person(s) or entity(ies) for the injuries and/or damages allegedly sustained by Plaintiff, as a result of the subject incident, or any treatment or benefits received as a result thereof, and to require Plaintiff to provide full indemnity to Defendants.

13. This General Release is intended to be, and shall be construed as, a protection and legal defense for Defendants from and against ever being required to make any payment(s) to Plaintiff and/or to any other person(s) or entity(ies) as a result of the subject incident or this agreement, other than the Settlement Payment to the Plaintiff provided for in this Release. As further consideration of the Settlement Payment referred to above, Plaintiff hereby covenants, warrants, and agrees that she will not seek anything further, including any other payments, from Defendants, as a result of the subject incident or this agreement. As further consideration for the Settlement Payment referred to above, Plaintiff hereby covenants, warrants, and agrees that she will not prosecute, either directly or indirectly, any action or appeal against Defendants for any claim, demand, action or cause of action for damages arising out of the subject incident (including, without limitation, the subject lawsuit), whether the claim is developed or undeveloped, resulting or to result, known or unknown, which she ever had, now have, or which her heirs, executors, or administrators hereinafter can, shall or may have, as a result of the subject incident or this agreement..

14. Plaintiff agrees to defend, indemnify and forever save harmless Defendants from and against any and all claims, cross-claims, demands, or actions for contribution, indemnity and/or subrogation by any other person(s), party(s) or entity(s), which have been or may be made against Defendants on account of, or in any manner resulting from said injuries, losses or damages arising out of or in any way related to the subject incident and/or subject lawsuit.

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15. Any dispute about this Agreement that cannot be resolved by agreement shall be decided under the laws of the State of New Jersey, irrespective of any applicable choice of law, or conflicts of law provision.

16. Plaintiff hereby declares that the terms of this settlement have been completely read and understood; and that she has discussed the terms of this settlement with legal counsel of her choice, who has explained the language, terms and meaning of this Settlement Agreement and General Release.

The remainder of this page is intentionally left blank.

Shakera Brown
SHAKERA BROWN

Date:

On this, the 17 day of December, 2015, before me personally appeared SHAKERA BROWN, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and notarial seal.

Miriam Garcia
NOTARY PUBLIC

My commission expires:

MIRIAM GARCIA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JAN. 29, 2018

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