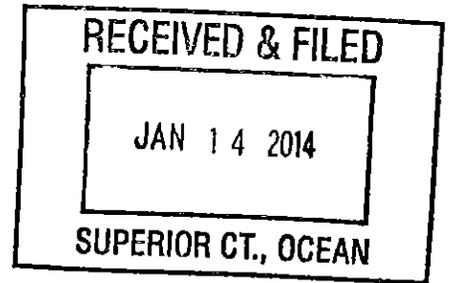


COSTELLO & MAINS, P.C.
By: Kevin M. Costello, Esquire
Attorney ID No. 024411991
18000 Horizon Way, Suite 800
Mount Laurel, NJ 08054
(856) 727-9700
Attorneys for Plaintiff



DANA GIBSON,	:	SUPERIOR COURT OF NEW JERSEY:
	:	OCEAN COUNTY – LAW DIVISION
Plaintiff,	:	
	:	Civil Action
vs.	:	2115-14
	:	DOCKET NO.
LAKWOOD BOARD OF EDUCATION	:	
and JOHN DOES1-5 AND 6-10,	:	COMPLAINT AND JURY DEMAND
	:	
Defendants.	:	

Plaintiff, Dana Gibson, residing in Mt. Holly, New Jersey, by way of Complaint against the defendants, says:

Preliminary Statement

This Complaint arises under the New Jersey Law Against Discrimination (“LAD”), alleging pregnancy discrimination via gender and/or disability discrimination. Plaintiff claims discrimination in the course of employment or in the alternative discrimination in the course of contract.

Identification of Parties

1. Plaintiff Dana Gibson is, at all relevant times herein, a resident of the State of New Jersey and was employed by the defendants.
2. Defendant Lakewood Board of Education is a public entity subject to suit under the LAD and was, at all relevant times herein, plaintiff's employer.
3. Defendants John Does 1-5 and 6-10, currently unidentified, are individuals and/or entities who, on the basis of their direct acts or on the basis of *respondeat superior*, are answerable to the plaintiff for the acts set forth herein.

General Allegations

4. Plaintiff was employed by the defendants from in or about January 2010 through June 2013.
5. At all times plaintiff performed up to and beyond the reasonable expectations of her employer.
6. Plaintiff began her employment as a long-term substitute teacher in January 2010 and became a full-time teacher in January 2011.
7. At the time of her separation from employment, plaintiff was a 5th grade teacher.
8. In October 2012, plaintiff learned that she was pregnant with her first child.
9. On or about January 10, 2013, plaintiff advised Principal Joe Schroepfer that she was pregnant and expecting her child in July.
10. Mr. Schroepfer asked plaintiff what her plan was to which plaintiff responded that she intended to work through the end of the school year.
11. For much of the period of January through March 2013, there was no heat in plaintiff's classroom and the room got as cold as 48 degrees Fahrenheit.

12. Plaintiff provided to Principal Schroepfer a medical note stating that due to her pregnancy she could not be in a room that cold.

13. By medical note dated April 9, 2013, plaintiff's doctor advised, "Dana Gibson is an obstetrical patient currently under our care. She has an estimated due date of 07-13-13. She is refraining from traveling long distances due to advanced pregnancy and abdominal pressure. It is anticipated that she will be totally disabled from pregnancy from 05-27-13 to 08-24-13."

14. By correspondence dated April 11, 2013, plaintiff wrote to defendants' Superintendent, Laura Winters, and advised that she planned to take maternity leave from May 27, 2013 through the end of the school year.

15. By correspondence dated April 30, 2013, plaintiff was advised that defendants had approved her maternity leave.

16. On April 29, 2013, plaintiff submitted a portfolio in order to be considered for renewal of her contract with defendants.

17. On May 9, 2013, plaintiff was called into a meeting with Principal Schroepfer, Vice Principal Debbie Long and Union Representative Christine McConnell.

18. During this meeting, plaintiff was provided a "Rice" Notice and asked if she was upset to which plaintiff responded no.

19. After plaintiff left the room, Ms. Long remarked that plaintiff was not upset because she was pregnant and had "better things to look forward to."

20. Thereafter, defendants' Board of Education considered plaintiff's contract renewal and rejected the same.

21. Plaintiff requested a written statement of the reasons for her non-renewal and was thereafter advised that it was because she had not demonstrated the ability to deliver high-quality

instruction on a consistent basis and that the classroom instruction demonstrated low teacher/student expectations.

22. Both of these proffered reasons were false and pretextual as plaintiff has been regularly observed during the course of her employment and there was no documentation to support those reasons.

23. Further, prior to her non-renewal, plaintiff had never been approached by or spoken to by a supervisor or administrator regarding either of the proffered reasons for her termination/non-renewal.

24. Plaintiff then requested a "Donaldson" hearing so that defendants would have the opportunity to reconsider their decision.

25. The same was conducted on July 17, 2013 at 10:00 p.m. when plaintiff was 40 weeks pregnant.

26. Plaintiff attended the "Donaldson" hearing and advised that she thought she was being treated unfairly because of her pregnancy and directly advised the School Board of Ms. Long's comment following the May meeting.

27. By correspondence dated July 18, 2013, plaintiff was advised that defendants had decided not to offer her employment for the coming school year.

28. Rutrichia Longworth held the same position as plaintiff, 5th grade teacher.

29. Ms. Longworth was renewed for the 2013-2014 school year.

30. Upon information and belief, Ms. Longworth was not pregnant at the time she was renewed for the 2013-2014 school year.

31. Plaintiff is female.

32. Pregnancy is a disability within the meaning of the LAD.

33. In addition, plaintiff avers that pregnancy is also protected under the LAD by virtue of gender.

34. The decision to terminate plaintiff was motivated and/or determined by the fact that plaintiff was pregnant.

35. In addition and/or in the alternative, the decision to not offer plaintiff a contract for the 2013-2014 school year was determined and/or motivated by plaintiff's status as a pregnant woman.

36. Plaintiff has been forced to suffer both economic and non-economic losses as a result of defendants' actions.

37. Because the actions of defendants were undertaken by members of upper management and because they were egregious, punitive damages are warranted.

COUNT I

Unlawful Discharge – Disability Discrimination Under the LAD

38. Plaintiff hereby repeats and realleges paragraphs 1 through 37, as though fully set forth herein.

39. For the reasons set forth above, plaintiff's disability was a determinative and/or motivating factor in her discharge in violation of the LAD.

WHEREFORE, plaintiff demands judgment against the defendants jointly, severally and in the alternative, together with non-economic compensatory damages, punitive damages, interest, cost of suit, attorneys' fees, enhanced attorneys' fees, equitable back pay, equitable front pay, equitable reinstatement, and any other relief the Court deems equitable and just.

COUNT II

Unlawful Discharge – Gender Discrimination Under the LAD

40. Plaintiff hereby repeats and realleges paragraphs 1 through 39, as though fully set forth herein.

41. For the reasons set forth above, gender was a determinative and/or motivating factor in plaintiff's discharge in violation of the LAD.

WHEREFORE, plaintiff demands judgment against the defendants jointly, severally and in the alternative, together with non-economic compensatory damages, punitive damages, interest, cost of suit, attorneys' fees, enhanced attorneys' fees, equitable back pay, equitable front pay, equitable reinstatement, and any other relief the Court deems equitable and just.

COUNT III

Discrimination in the Course of Contract Under the LAD

42. Plaintiff hereby repeats and realleges paragraphs 1 through 41, as though fully set forth herein.

43. For the reasons set forth above, defendants discriminated against plaintiff in the course of contract in violation of the LAD.

WHEREFORE, plaintiff demands judgment against the defendants jointly, severally and in the alternative, together with non-economic compensatory damages, punitive damages, interest, cost of suit, attorneys' fees, enhanced attorneys' fees, equitable back pay, equitable front pay, equitable reinstatement, and any other relief the Court deems equitable and just.

COUNT IV

Request for Equitable Relief

44. Plaintiff hereby repeats and realleges paragraphs 1 through 43 as though fully set forth herein.

45. Plaintiff requests the following equitable remedies and relief in this matter.

46. Plaintiff requests a declaration by this Court that the practices contested herein violate New Jersey law as set forth herein.

47. Plaintiff requests that this Court order the defendants to cease and desist all conduct inconsistent with the claims made herein going forward, both as to the specific plaintiff and as to all other individuals similarly situated.

48. To the extent that plaintiff was separated from employment and to the extent that the separation is contested herein, plaintiff requests equitable reinstatement, with equitable back pay and front pay.

49. Plaintiff requests, that in the event that equitable reinstatement and/or equitable back pay and equitable front pay is ordered to the plaintiff, that all lost wages, benefits, fringe benefits and other remuneration is also equitably restored to the plaintiff.

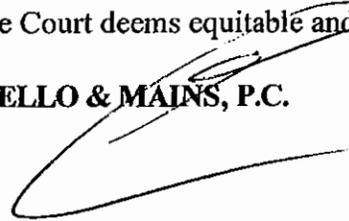
50. Plaintiff requests that the Court equitably order the defendants to pay costs and attorneys' fees along with statutory and required enhancements to said attorneys' fees.

51. Plaintiff requests that the Court order the defendants to alter their files so as to expunge any reference to which the Court finds violates the statutes implicated herein.

52. Plaintiff requests that the Court do such other equity as is reasonable, appropriate and just.

WHEREFORE, plaintiff demands judgment against the defendants jointly, severally and in the alternative, together with non-economic compensatory damages, punitive damages, interest, cost of suit, attorneys' fees, enhanced attorneys' fees, equitable back pay, equitable front pay, equitable reinstatement, and any other relief the Court deems equitable and just.

COSTELLO & MAINS, P.C.



By: _____
Kevin M. Costello

Dated: 1/10/14

DEMAND TO PRESERVE EVIDENCE

1. All defendants are hereby directed and demanded to preserve all physical and electronic information pertaining in any way to plaintiff's employment, to plaintiff's cause of action and/or prayers for relief, to any defenses to same, and pertaining to any party, including, but not limited to, electronic data storage, closed circuit TV footages, digital images, computer images, cache memory, searchable data, emails, spread sheets, employment files, memos, text messages and any and all online social or work related websites, entries on social networking sites (including, but not limited to, Facebook, twitter, MySpace, etc.), and any other information and/or data and/or things and/or documents which may be relevant to any claim or defense in this litigation.

2. Failure to do so will result in separate claims for spoliation of evidence and/or for appropriate adverse inferences.

COSTELLO & MAINS, P.C.

By: _____

Kevin M. Costello

JURY DEMAND

Plaintiff hereby demands a trial by jury.

COSTELLO & MAINS, P.C.

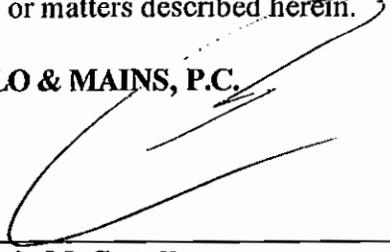
By: _____

Kevin M. Costello

RULE 4:5-1 CERTIFICATION

1. I am licensed to practice law in New Jersey and am responsible for the captioned matter.
2. I am aware of no other matter currently filed or pending in any court in any jurisdiction which may affect the parties or matters described herein.

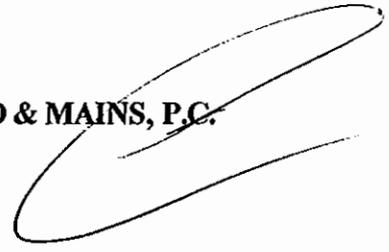
COSTELLO & MAINS, P.C.

By: 
_____ **Kevin M. Costello**

DESIGNATION OF TRIAL COUNSEL

Kevin M. Costello, Esquire, of the law firm of Costello & Mains, P.C., is hereby-designated trial counsel.

COSTELLO & MAINS, P.C.

By: 
_____ **Kevin M. Costello**

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

This SETTLEMENT AGREEMENT AND RELEASE ("Agreement") is made and entered into by Dana Gibson, on behalf of herself, her heirs, executors, administrators, trustees, attorneys and assigns (the "Releasor"), and the Lakewood Board of Education, collectively and individually, together with (a) each of the Lakewood Board of Education's present, past and future members, affiliates, administrators, employees, representatives, agents, heirs, assigns, insurers, including Zurich American Insurance Company and attorneys", (these persons and entities being collectively referred to as the "Released Parties) (the "Releasor" and the "Released Parties" are together referred to as the "Parties"), on this ___ day of February, 2016.

WHEREAS, the Releasor commenced an action on or about January 29, 2014 by filing a Complaint alleging violations of the Law Against Discrimination against the Released Parties in the Superior Court of New Jersey captioned as Dana Gibson v. Lakewood Board of Education, Docket No. OCN-L-0115-14 (the "Complaint"); and

WHEREAS, the Releasor has agreed to dismiss any and all claims that were asserted or could have been asserted in the Complaint against the Released Parties with prejudice, without costs, without contribution and without any admission of liability; and

WHEREAS, the Released Parties have denied and continue to deny the allegations contained in the Complaint and have denied and continue to deny that they have violated any law, rule, statute or regulation or committed any wrong whatsoever; and

WHEREAS, the Parties desire to settle fully and finally all differences with each other in accordance with the terms and conditions set forth herein including, without limitation, claims raised or which could have been raised in the Complaint and/or which relate to the Complaint; and

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration, and to avoid the inconvenience and expense of litigation, and without any admission of fault or liability on the part of the Parties;

IT IS HEREBY AGREED by and between the Parties as follows:

1. Consideration.

(a) Settlement Payment. In consideration for the Releasor's execution of and compliance with the terms of the Agreement, including, but not limited to, the release and waiver of all claims against the Released Parties, and the settlement and dismissal with prejudice of the Complaint (including any claims that were or could have been asserted in the Complaint) as set forth more fully below, the Released Parties shall deliver a Settlement Payment totaling TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), inclusive of attorneys' fees, payable in one check jointly to Releasor (Dana Gibson) and Releasor's counsel (Costello & Mains, LLC), to be delivered to Costello & Mains, LLC on or before thirty (30) days after the date the Releasor signs this Agreement and provides all necessary settlement documentation including a W-9 from Releasor and from Releasor's counsel. Form 1099's will be issued in connection with the Settlement Payment. The payment constitutes the "Settlement Payment" for all of the Releasor's claims or potential claims against the Released Parties including, but not limited to, those concerning or relating in any way to the allegations raised in the Complaint and/or which could have been raised in the Complaint.

(b) Releases. The Releasor agrees to fully and irrevocably release the Released Parties from any and all claims, causes of action, demands, obligations, liabilities, rights, and damages that (i) were asserted or that could have been asserted in the Complaint and/or which relate, directly or indirectly, to such potential claims pursuant to federal and state

law, as set forth more specifically in Section 4, paragraph A., and (ii) any and all grievances and causes of action that could have been brought under Releasor's collective bargaining agreement.

Indemnification. The Releasor will indemnify, defend and hold the Released Parties harmless from any and all claims, liens, and rights to payment, known or unknown. If any governmental entity, or anyone acting on behalf of any governmental entity, seeks damages including multiple damages from the Released Parties relating to payment by such governmental entity, or anyone acting on behalf of such governmental entity, relating to the Releasor's alleged injuries, claims or lawsuit, the Releasor will defend and indemnify the Released Parties and hold the Released Parties harmless from any and all such damages, claims, liens, and rights to payment, including any attorneys' fees sought by such entities. The Releasor further agrees to defend, indemnify and hold harmless the Released Parties from any cause of action, including, but not limited to one arising from any alleged loss of Social Security benefits, including a recovery for past, present, and future liens, including attorney's fees.

2. Acknowledgments and Full Discharge of Liabilities.

(a) The Releasor acknowledges and agrees that the Settlement Payment and other benefits provided pursuant to this Agreement: (i) are in full discharge of any and all liabilities and obligations of the Released Parties to the Releasor, monetarily or otherwise and (ii) constitute full and final satisfaction and relief for any claim the Releasor has, had, or could have brought against the Released Parties in the Complaint, as described in Paragraph 4, section A of this Agreement,, as well as any and all grievances and causes of action that could have been brought under Releasor's collective bargaining agreement.

(b) The Releasor acknowledges and agrees that the Settlement Payment provided pursuant to this Agreement is subject to her executing this Agreement, and her compliance with his obligations hereunder;

(c) The Releasor represents and affirms that she has been paid and/or received all leave (paid or unpaid), compensation, wages, bonuses, commissions, and/or benefits to which she may be entitled and that no other leave (paid or unpaid), compensation, wages, bonuses, commissions, and/or benefits that are due to her, except as provided for in this Agreement. The Releasor represents that other than the Complaint she has not filed any complaints, claims, or actions against the Released Parties with any state, federal or local agency or court and that she will not do so at any time hereafter concerning the claims made in the Complaint, the claims released in Paragraph 4, section A of this Agreement, or potential causes of action that could have been brought under Releasor's collective bargaining agreement.

The Releasor authorizes her counsel, Costello & Mains, LLC, to execute a Stipulation of Dismissal of the Complaint with Prejudice (the "Stipulation") and to deliver such executed Stipulation to the Released Parties' counsel, Gordon & Rees LLP, contemporaneously with the signed copy of this Agreement to be held in escrow until after the funds have been delivered, deposited and have cleared. The fully executed Stipulation will be filed with the Court by counsel for the Released Parties. The Releasor further agrees that if any agency or court assumes jurisdiction of any other complaint, claim or action against the Released Parties on her behalf, she will direct that agency or court to withdraw from or dismiss with prejudice the matter as it relates to the Releasor;

(d) The Releasor understands and agrees that the Released Parties are not obligated to the Releasor and/or her attorneys for attorneys' fees, costs, interest or the like in

connection with the Complaint except as stated in this Agreement. The Releasor further understands and agrees that the amount to be paid under this Agreement reflects payment to the Releasor and her counsel for attorneys' fees and costs as well as compensation and other damages relating to the claims made in connection with the Complaint. The Releasor agrees that she is solely responsible for the payment and reporting of any federal, state and/or local taxes on the settlement amount and agrees to waive any such claims against the Released Parties for any liability for the reporting or payment of applicable taxes. The Released Parties have not made, and do not make, any representations as to the tax consequences of any payment hereunder. The taxability of the settlement monies shall not affect the validity of this Agreement;

(e) The Releasor understands and agrees that unless: (i) the Releasor executes this Agreement and (ii) the Court enters an Order dismissing the Complaint with prejudice, that the settlement described herein is a nullity, this Agreement is rendered void and unenforceable, and any offer by the Released Parties to the Releasor is automatically withdrawn; and

3. Non-Admission. This Agreement is not intended, and shall not be construed, as an admission of a violation of any federal, state or local law (statutory or decisional), ordinance or regulation. This Agreement is not intended, and shall not be construed as an admission that the Released Parties breached any contract or committed any wrong whatsoever against the Releasor. To the contrary, the Released Parties expressly deny any such wrongdoing and violation of the Law Against Discrimination. The Releasor does not purport and will not claim to be a prevailing party to any degree or extent in a subsequent proceeding in a court of competent jurisdiction related to the Complaint, nor will this Agreement or its terms be admissible in any proceeding in a court of competent jurisdiction other than in a proceeding for breach of the terms contained herein.

4. Full and General Release of Claims.

(a) In General. In exchange for the Released Parties' promises contained in this Agreement, including the payment provided to the Releasor in Paragraph 1 above, the Releasor agrees, irrevocably and unconditionally, to release, forever discharge, and acquit the Released Parties, from any and all actions, causes of action, suits, claims, demands, appeals, charges, debts, injuries of any kind, claims for sums of money, controversies, agreements, damages, judgments and/or executions of any kind whatsoever which existed at any time prior to the execution of the Agreement, whether known or unknown, in law, in equity or otherwise, whether based on state law, federal law, or otherwise, including, without limiting the generality of this general release, to any claims based on Gibson's employment with the Lakewood Board of Education, any and all grievances and causes of action that could have been brought under Releasor's collective bargaining agreement, any and all claims or causes of action arising under any federal, state, or local law including, but not limited to and the following:

- The New Jersey Law Against Discrimination
- The National Labor Relations Act;
- Title VII of the Civil Rights Act;
- Civil Rights Act of 1991;
- Sections 1981 through 1988 of Title 42 of the United States Code;
- The Employee Retirement Income Security Act;
- The Older Workers Benefit Protection Act;
- The Fair Credit Reporting Act;
- The Family Medical Leave Act;
- The Immigration Reform Control Act;
- The Americans with Disabilities Act;
- The Rehabilitation Act;
- The Age Discrimination in Employment Act;
- The Occupational Safety and Health Act;
- The Uniformed Services Employment and Reemployment Rights Act;
- Worker Adjustment and Retraining Notification Act;
- Employee Polygraph Protection Act;
- The New Jersey Civil Rights Act;
- The New Jersey Family Leave Act;

- The New Jersey State Wage and Hour Law;
- The New Jersey Conscientious Employee Protection Act;
- The New Jersey Equal Pay Law;
- The New Jersey Occupational Safety and Health Law;
- The New Jersey Smokers' Rights Law;
- The New Jersey Genetic Privacy Act;
- The New Jersey Fair Credit Reporting Act;
- The New Jersey Statutory Provision Regarding Retaliation /Discrimination for Filing a Workers' Compensation Claim (N.J.S.A. 34:15-39.1);
- The New Jersey Public Employees' Occupational Safety and Health Act;

Releasor represents that she has been paid all wages and other compensation due to her as a result of services performed and as an employee of the Released Parties.

(b). Review Period. The Releasor is advised that as of the date this Agreement is delivered, she has a 21 day period of time in which to review and execute this Agreement as a result of certain claims waived as set forth in Paragraph 4, section A including the release of any potential claim pursuant to the Age Discrimination in Employment Act ("ADEA"). Releasor may sign the Agreement prior to the conclusion of the twenty-one (21) day period. Releasor may also choose to waive the provisions set forth in this paragraph.

(c) Revocation Period. Releasor shall have seven (7) calendar days from the date she signs this Agreement to revoke the Agreement by notifying Released Party in writing prior to the expiration of the seven (7) calendar day period. Any revocation within this period must state "I hereby revoke my acceptance of our Agreement and General Release." The written revocation must be delivered to Released Party and must be postmarked within seven (7) calendar days of Releasor's execution of this Agreement. This Agreement shall not become effective or enforceable until the revocation period has expired. If the last day of the revocation period is a Saturday, Sunday, or legal holiday, then the revocation period shall not expire until the next following day that is not a Saturday, Sunday, or legal holiday.

(d). Waiver. By virtue of the foregoing, the Releasor hereby acknowledges that she cannot benefit monetarily from any claims otherwise released by this Agreement and further agrees that she has waived any right to equitable relief that may have been available to her with respect to any claim or cause of action released herein. Therefore, the Releasor agrees that she will not accept any award or settlement from any source or proceeding (including, but not limited to, any proceeding brought by any other person or by any governmental agency) with respect to any claim or right waived or released in this Agreement;

5. Confidentiality. The Releasor agrees to keep the terms and information contained in this Agreement, all of the negotiations leading to it, all of the communications generated pursuant to it, and the implementation hereof completely confidential, including, but without limitation, the amounts set forth as the Settlement Payment ("Confidential Settlement Information"). The Releasor shall not disclose the Confidential Settlement Information to any person, corporation or entity not a party to this Agreement unless required to by law. This confidentiality requirement, however, shall not prohibit the Releasor from disclosing the Confidential Settlement Information to their respective accountants or attorneys, including the attorneys and employees of Costello & Mains, LLC, or to tax agencies and their spouse. Prior to disclosing any Confidential Settlement Information to any of these individuals and entities, with the exception of tax agencies, the court and government agencies, the Releasor agrees to inform such entities that they are also bound by the confidentiality provisions of this Agreement, although by participating in the negotiation of this agreement and litigation related to the Complaint, Releasor acknowledges that the attorneys or employees of Costello & Mains are already aware of the confidential nature of this Agreement and are not to disclose the Confidential Settlement Information. The Releasor understands that she is responsible not only

for her own unauthorized disclosure, but also for the unauthorized disclosure by anyone of the aforementioned individuals to whom she discloses such information unless such information is provided as required by law. This provision is a material part of this Agreement, and if the Releasor or any of the aforementioned individuals disclose any of the Confidential Settlement Information to a third party unless required to by law, the Released Parties may seek all remedies available at law and/or equity, including, without limitation, injunctive relief, and/or monetary damages.

In the event that the Releasor is subpoenaed by any person or entity (including, but not limited to, any governmental agency) to give testimony (in a deposition, court proceeding or otherwise) which in any way relates to the subject matter of the Complaint, the Releasor will give prompt notice of such request, in writing, to Scott V. Heck, Esq. of Gordon Rees LLP, (973) 549-2500, counsel for the Released Parties, not less than ten (10) days prior to the time set for disclosure, or as soon as practicable, and will make no disclosure until the Released Parties have had a reasonable opportunity to contest the right of the requesting person or entity to such disclosure.

The Releasor further represents that she has not disclosed the specific written terms and conditions of this Agreement, or any draft form thereof, following her initial receipt and review of this Agreement or any draft form thereof, to any person, organization, affiliate, or other entity other than their attorneys. Upon consulting with his attorney(s), the Releasor shall advise that she is a party to an Agreement, the terms of which are not to be disclosed.

The Releasor shall not engage in any of the following conduct with respect to the Agreement, this settlement, or the Complaint: take any affirmative steps to disclose this Agreement in the media, on the Internet, in public forums or on social media websites, including,

but not limited to, issuing, causing to be issued, or participating or cooperating in the preparation of any press release, or holding or causing to be held any press conferences. If asked about this settlement or the Complaint and its underlying allegations, and/or any monetary recovery, the Releasor and her counsel will respond only that “the case has been settled confidentially and resolved to the mutual satisfaction of the parties” and will not state or imply that the Released Parties admitted any wrongdoing. The Releasor will direct her counsel to abide by this paragraph.

6. Severability. If at any time, after the date of the execution of this Agreement, any court, agency or other tribunal finds that any provision of this Agreement is illegal, void or unenforceable, that provision will no longer have any force or effect. However, illegality or unenforceability of such provision shall have no effect upon, and shall not impair, the enforceability of any other provision of this Agreement. Further, if a court should determine that any portion of this Agreement is overbroad or unreasonable, the Parties agree that such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unreasonable. Finally, if any provision of this Agreement is declared illegal or unenforceable by any court of competent jurisdiction, the Releasor agrees that she cannot obtain a personal recovery against the Released Parties, that she will accept any modifications to the language of the Agreement as proposed by Released Parties to ensure the enforceability of a revised Agreement provision, and that she will not be entitled to any payments or benefits other than the payment and benefits contained in this Agreement.

7. Interpretation. Should any provision of this Agreement require interpretation or construction, it is agreed by the Parties that the entity interpreting or construing this Agreement

shall not apply a presumption against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who prepared the document.

8. Entire Agreement. This Agreement constitutes the entire and complete understanding and agreement between the Parties concerning the matters set forth herein, and there are no understandings and agreements, oral or otherwise, that are not reflected herein. This Agreement may not be clarified, modified, changed or amended except in a writing signed by each of the Parties.

9. Acceptance. The Parties were represented by counsel and this Agreement was negotiated by counsel. The Parties and counsel for the Parties have reviewed this Agreement and have participated in its drafting and, accordingly, no party shall attempt to invoke the rule of construction to the effect that ambiguities, if any, are to be resolved against the drafting party.

10. Waiver. Waiver of any term or condition of this Agreement by any Party shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach or failure of the same term or condition, or a waiver of any other term or condition of this Agreement.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to the doctrine of conflicts of law.

12. Headings. The paragraph headings contained herein are for purposes of organization only and shall not constitute part of this Agreement.

13. Enforcement. In the event any party to this Agreement brings an action to enforce any provision of this Agreement and prevails, such prevailing party shall be entitled, in

addition to any damages assessed by a court of competent jurisdiction, to its reasonable attorneys' fees and costs incurred in enforcing this Agreement.

14. Review by Counsel. The Releasor hereby specifically acknowledges that she has read and understood this Agreement; that it is meant as a settlement and release, releasing the Released Parties from any and all claims the Releasor has or may have against the Released Parties; that the Releasor is represented by counsel; that the Releasor has reviewed this Agreement with his respective attorneys, that the Releasor voluntarily enters into this Agreement with full knowledge of its terms and conditions and that such terms and conditions are binding upon the Releasor; and that the terms and conditions of this Agreement were determined by negotiation.

DANA GIBSON IS HEREBY ADVISED THAT SHE HAS A 21 DAY TIME PERIOD TO REVIEW AND CONSIDER THIS AGREEMENT AND IS HEREBY ADVISED IN WRITING TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTION OF THIS AGREEMENT. HAVING ELECTED TO EXECUTE THIS AGREEMENT, TO FULFILL THE PROMISES AND TO RECEIVE THE CONSIDERATION IN PARAGRAPH 1 ABOVE, DANA GIBSON KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS AGREEMENT INTENDING TO WAIVE, SETTLE, AND RELEASE ALL CLAIMS SHE HAS OR MIGHT HAVE AGAINST THE RELEASED PARTIES AS SET FORTH ABOVE

ACCEPTED AND AGREED:

By: *Dana Gibson* _____ *2-22-14*
Dana Gibson Date

STATE OF NEW JERSEY
COUNTY OF *Camden*)

BEFORE ME, the undersigned authority on this *22ND* day of *FEBRUARY* 2014, personally appeared *DANA GIBSON*, known to me to be the person whose name is subscribed to the foregoing instrument and signed in my presence and swore upon oath this AGREEMENT was executed for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this *22* day of *FEBRUARY* 2014, to certify which witness my hand and seal of office.

NOTARY PUBLIC - STATE OF N.J.

TIMOTHY J. RUSS, JR.
Commission # 2450148
Notary Public, State of New Jersey
My Commission Expires
September 26, 2019