

COSTELLO & MAINS, P.C.
By: Kevin M. Costello, Esquire
18000 Horizon Way, Suite 800
Mount Laurel, NJ 08054
(856) 727-9700
Attorneys for Plaintiffs

█ a minor and █ a minor by their parent and guardian, █	:	SUPERIOR COURT OF NEW JERSEY CAMDEN COUNTY - LAW DIVISION
	:	
Plaintiffs,	:	
	:	Civil Action
vs.	:	
	:	DOCKET NO. █
	:	
MT. EPHRAIM SCHOOL DISTRICT and JOHN DOES 1-5 AND 6-10,	:	FIRST AMENDED COMPLAINT AND JURY DEMAND
	:	
Defendants.	:	

Plaintiffs, █ and █, and their mother █ residents of Mt. Ephraim, Camden County, by way of Complaint against the defendants, say:

Reason for Amending Complaint

This amended Complaint is being filed to clarify the factual allegations made in the original Complaint.

Preliminary Statement

This Complaint arises under the New Jersey Law Against Discrimination's ("LAD") prohibition against permitting disability/perceived disability in a school setting, alleging that plaintiffs █ and █ were harassed by fellow students on the basis of their disability and/or perceived disability and that school officials were placed on notice of same, and that school officials, having been willfully indifferent to same, permitted the disability/perceived disability harassment to continue, causing the plaintiffs to suffer damages throughout said period.

Plaintiffs seeks compensatory damages for pain and suffering, punitive damages due to willful indifference and due to the egregious nature of the harassment, attorneys' fees, enhanced attorneys' fees and equitable remedies.

Plaintiff [REDACTED] is 17-years-of-age and therefore brings this Complaint through [REDACTED] mother,

Plaintiff [REDACTED] is a minor child currently 12-years-of-age and therefore brings this Complaint through [REDACTED] mother [REDACTED]

Identification of Parties

1. Plaintiff [REDACTED] is a minor child of 17 and was formerly a student at the Raymond Kershaw Middle School in Mt. Ephraim which upon information and belief is under the administration of the Mt. Ephraim School District.

2. Plaintiff [REDACTED] is a minor child of 12 and was formerly a student at the Raymond Kershaw Middle School in Mt. Ephraim which upon information and belief is under the administration of the Mt. Ephraim School District.

3. Plaintiff [REDACTED] is mother and guardian of plaintiffs [REDACTED] and [REDACTED]

4. Defendant Mt. Ephraim School District ("District") is a municipal entity amenable to suit under this theory of law and in this Court and is charged with the responsibility of maintaining a harassment-free school environment for [REDACTED] and [REDACTED] and to prevent further harassment once having been advised of same.

5. 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 plaintiffs in this matter.

General Allegations as to [REDACTED]

6. In or about September of 2008, [REDACTED], then an eighth grade student, began to come under disability/perceived disability harassment as the term is identified by the LAD and its associated case law.

7. This harassment was perpetuated against the plaintiff, over the course of the time period set forth herein, by fellow eighth grade students identified hereafter.

8. The harassment was severe owing to the tender age of the plaintiff and owing to the actual verbal and physical content of the harassment and the circumstances attendant to same.

9. The harassment was pervasive inasmuch as it was frequently undertaken in the school and on school grounds, several times per week, from the period commencing September of 2008 through to the end of the school year in June 2009.

10. The harassment was "because of" disability and/or perceived disability, inasmuch as it was motivated by [REDACTED]'s disabilities and/or perceived disability.

11. [REDACTED] was a student in the special education program due to his diagnosed disabilities.

12. On a constant and regular basis, [REDACTED] was subjected to being called names as well as being bullied due to his disability and/or perceived disability.

13. At the time [REDACTED] stuttered when speaking and fellow students would harass him by speaking to him while forcing a stutter.

14. [REDACTED] would also be commonly referred to as a "loser" as a result of his being a part of the special education program.

15. [REDACTED] repeatedly and consistently contacted school principal and other school officials however no action was taken to prevent the continued harassment.

16. In or about October of 2008 and although [REDACTED] had already made complaints to the District regarding the disability harassment, [REDACTED] was physically attacked adjacent to school property.

17. During this incident, several fellow students threw him off of his bike and proceeded to destroy the bicycle.

18. [REDACTED] was prepared to contact the police, however, the parents of the fellow students involved made arrangements with [REDACTED] to cover the cost of the bicycle and from a legal standpoint the matter did not go any further.

19. Subsequent to [REDACTED] reporting this incident to the School District, the harassment of J.B. continued.

20. On a regular basis he was continually harassed as he had been previously whereby fellow students spoke to him while forcing a stutter and referred to him as a loser and other such names because of his disability and/or perceived disability.

21. In the Spring of 2009, a student, whose initials are [REDACTED], punched [REDACTED] in the face.

22. During the meeting in which [REDACTED] reported this incident to the School District, Ms. Conley, an eighth grade teacher, reported to the superintendent that students stole [REDACTED]'s lock to his locker.

General Allegations as to [REDACTED]

23. In or about January of 2011, midway through [REDACTED]'s fifth grade year, plaintiff [REDACTED] began to suffer discriminatory harassment by fellow students because of her disability and/or perceived disability.

24. Fellow students, mostly all of whom are female, referred to [REDACTED] as “ghost,” “weaking,” “raccoon eyes” and other similar words in reference to her physical appearance and physical abilities resulting from her disability and/or perceived disability.

25. The bullying was also physical in nature, as students would kick, push, and stomp on [REDACTED]

26. As was the case with [REDACTED], [REDACTED] notified the school principal on numerous occasions regarding the harassment, all of which was violative of the LAD, which [REDACTED] was suffering from at the hands of fellow students.

27. [REDACTED] reported the physical bullying to police, in or around March or April of 2011.

28. Despite numerous emails and contact with the School District, no action was taken to either prevent and/or cause said harassment to cease.

29. As a result, [REDACTED] pulled [REDACTED] out of the school.

30. The School District refused to home school [REDACTED] in [REDACTED]’s home, because teachers would feel “unsafe” there.

31. For the remainder of the 2010 – 2011 school year, [REDACTED] was forced to provide transportation for her children to be home schooled at a local public library.

32. Ultimately, and due to the District’s failure to meaningfully respond to the complaints of [REDACTED] regarding the discriminatory harassment, [REDACTED] was placed in another school system outside the district.

33. [REDACTED] made numerous requests for the School District to bus [REDACTED] to the new school due to its distance from their home and [REDACTED]’s need for transportation.

34. The School District refused to provide transportation for [REDACTED] to the new district.

35. Although [REDACTED] was aware that transportation has been provided in other similar circumstances, and made the request on numerous occasions, same was routinely denied.

36. [REDACTED] has been forced to provide the transportation at a great financial expense.

37. [REDACTED] proceeded to provide the school district with the cost of the transportation for reimbursement, however, only a small portion of said transportation costs have been reimbursed.

38. Upon information and belief, the School District's failure to provide transportation and/or fully reimburse [REDACTED] is a retaliatory act which has been taken as a result of the complaints of discriminatory harassment which the district failed to address.

39. [REDACTED] is in the special education program and has an IEP due to her diagnosed disabilities of which the school district is well aware.

40. As a result of the district's failure to promulgate an effective anti-discrimination policy and/or to take effective action following [REDACTED]'s complaints of harassment towards [REDACTED], [REDACTED] has suffered distress and has been forced to endure a hostile environment in the school system.

COUNT I

LAD Harassment

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

42. For the reasons set forth above, the defendants are responsible for failing to properly educate regarding, deter, develop a policy against and respond to disability/perceived disability harassment of [REDACTED] and [REDACTED].

43. The school is also responsible for the reasons set forth above for the continued harassment following notification of same for acted participation by school officials combined with an utter and complete failure to properly, reasonably, legitimately and legally respond to said harassment and/or to prevent same, constituting willful indifference in the face of egregious conduct by students and by professionals.

WHEREFORE, plaintiff demand judgment against defendants jointly, severally and in the alternative, together with compensatory damages, punitive damages, interest, costs, attorneys' fees, enhanced attorneys' fees, and any other relief the Court deems equitable and just.

COUNT II

Request for Equitable Relief

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

45. Plaintiff requests an equitable order from the Court requiring Mt. Ephraim School District to develop and deploy a practical, enforceable and clear policy prohibiting disability/perceived disability harassment in the school setting and to require that all school professionals, including janitors, teachers, counselors, administrators and other professionals, have a defined and clear role on how to report, deter, prevent and respond to disability/perceived disability harassment.

WHEREFORE, plaintiff demand judgment against defendants jointly, severally and in the alternative, together with compensatory damages, punitive damages, interest, costs,

attorneys' fees, enhanced attorneys' fees, and any other relief the Court deems equitable and just.

DATED:

11/30/12

COSTELLO & MAINS, P.C.

By:



Kevin M. Costello

DEMAND TO PRESERVE EVIDENCE

1. All defendants are hereby directed and demanded to preserve all physical and electronic information pertaining in any way to plaintiffs' employment, to plaintiffs' 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

Plaintiffs hereby demand 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.

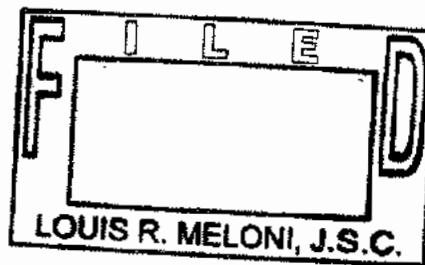
COSTELLO & MAINS, P.C.

By:



Kevin M. Costello

MICHAEL V. MADDEN, ESQUIRE - ID: 022592002
MADDEN & MADDEN, P.A.
108 KINGS HIGHWAY EAST - SUITE 200
POST OFFICE BOX 210
HADDONFIELD, NEW JERSEY 08033
TEL: (856) 428-9520
Attorney for Mt. Ephraim Public School District



<p>■■■■, a MINOR and ■■■■ a minor by their parent and guardian ■■■■</p> <p>Plaintiff(s),</p> <p>v.</p> <p>MT. EPHRAIM SCHOOL DISTRICT and JOHN DOES 1-5 and 6-10</p> <p>Defendant(s).</p>	<p>SUPERIOR COURT OF NEW JERSEY CAMDEN COUNTY LAW DIVISION</p> <p>DOCKET NO: ■■■■■■■■■■</p> <p>CIVIL ACTION</p> <p>JUDGMENT APPROVING ■■■■'S SETTLEMENT AND DIRECTING THE DEPOSIT OF FUNDS</p>
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THIS MATTER having coming before the court in accordance with Rule 4:44-3 on or about November 2nd, 2015, and Michael V. Madden, Esquire, attorney for Defendant, and Daniel T. Silverman, Esquire, attorney for the Plaintiffs, appearing, and the attorneys for the parties having reported to the Court that they have arrived at a settlement of ■■■■'s claim against the defendant, Mt. Ephraim Public School District, and the Court having reviewed the claims and taken proofs on the records concerning ■■■■ claims, and being satisfied that the settlement amount is fair and reasonable and in ■■■■'s best interest:

IT IS on this 2nd day of November, 2015, ORDERED AND ADJUDGED that:

1. Judgment is entered on behalf of ■■■■, a minor, by her mother and natural guardian, ■■■■, in the gross amount of \$50,000.00 and against the defendant, Mt. Ephraim Public School District, without costs and/or interest; and

2. The following deductions shall be made from the gross settlement and paid by the defendants in separate drafts as follows:

- a) \$3,977.23 in costs, payable to Costello & Mains, P.C.
- b) \$20,710.25 in attorney's fees to Costello & Mains, P.C.

3. [REDACTED] shall immediately apply to the Surrogate of Camden County pursuant to R. 4:81 for the appointment of a guardian of the estate of [REDACTED]. It shall be the responsibility of the attorney for the plaintiff to see that this appointment is completed.

4. Pursuant to R. 4:48A the amount of \$25,312.52, payable for the benefit of [REDACTED], shall be paid by or on behalf of the defendant(s) by check payable to the "Surrogate of Camden County Intermingled Trust Fund F/B/O of [REDACTED], a minor," within fourteen (14) days of this judgment. It is and shall be the responsibility of the attorney for the plaintiff to see that the deposit is completed.

5. Upon payment of [REDACTED]'s net recovery into the Surrogate's Intermingled Trust Fund, the posting of a bond by the person applying to guardian of the minor's estate is dispensed with pursuant to N.J.S.A. 3B:15-16.

6. Monies may be withdrawn from said account only upon further order of the Superior Court of New Jersey, Chancery Division, Probate Part, pursuant to N.J.S.A. 3B:15-17, or upon [REDACTED] obtaining majority pursuant to N.J.S.A. 3B:15-17.1.

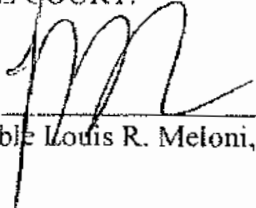
7. The guardian ad litem, [REDACTED], shall provide the Surrogate with [REDACTED]'s social security number and a copy of [REDACTED]'s birth certificate. Personal identifying information shall be redacted from said documents and same shall not be released to or made available for public scrutiny unless ordered to do so by the Superior Court.

8. [REDACTED] is not authorized to receive any additional funds or property on behalf of [REDACTED], except upon application to the Superior Court, Chancery Division, Probate Part, where the terms or conditions for receipt of additional funds or property may be fixed. Pursuant to N.J.S.A. 3B:12-37, said limitations shall be stated in the letter of guardianship certificates hereinafter issued by the Surrogate.

9. Upon qualifying, the Surrogate of Camden County shall issue letters of guardianship for the estate of [REDACTED], a minor, and thereupon said person appointed guardian be and hereby is authorized to perform all the duties and responsibilities of a guardian as allowed by law, except as limited herein.

10. The attorney for the plaintiff shall deliver a copy of this judgment to all parties and the Surrogate of Camden County within seven (7) days of the date hereof.

BY THE COURT:



Honorable Louis R. Meloni, J.S.C.

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (hereinafter "Agreement") is made and entered into as of this ____ day of August, 2015, between [REDACTED], a minor by her parent and guardian, [REDACTED] (referred to herein as "Plaintiff" and/or "Releasor"), plaintiff in a certain civil action (the "Civil Action") pending in the Superior Court of New Jersey, Camden County, Law Division and styled [REDACTED], a minor and [REDACTED], a minor by their parent and guardian [REDACTED] v. Mt. Ephraim School District, et al, DOCKET NO. L-3606-12, on the one hand, and the Mt. Ephraim Public School District, (referred to herein as "Defendant" and/or "Releasee"), on the other hand.

By means of this Agreement, Plaintiff intends to fully and unconditionally release any and all claims she, her heirs, administrators, executors, personal representatives, beneficiaries, and assigns may have against Defendant, the Mt. Ephraim Public School District, the Burlington County Insurance Pool (hereinafter "BCIP-JIF") and each of their affiliates, predecessors, successors, parents, subsidiaries, divisions, assigns, officers, directors, shareholders, representatives, employees, former employees, insurers, attorneys, consultants and agents, (collectively referred to as "Releasees"), the remaining terms of which Agreement are now fully set forth in Paragraphs I through XXIII below.

I. Consideration

In consideration of the total payment of Fifty Thousand Dollars (\$50,000.00) from the BCIP-JIF allocated as set forth below to Plaintiff and their attorney, Daniel T. Silverman, Esquire of Costello & Mains, Plaintiff gives the releases, covenants, representations, and warranties stated herein.

Allocation of settlement proceeds:

[REDACTED]	\$ 25,312.52
Costello & Mains	\$ 24,687.48, inclusive of costs and fees.

The Parties recognize and agree that the resolution of the within matter as expressed herein is subject to the approval of the Superior Court of New Jersey pursuant to R. 4:48A.

The payment to the minor plaintiff, [REDACTED], pursuant to New Jersey Court Rule 4:48A, shall be made payable for the benefit of the minor plaintiff and shall be paid or on behalf of the defendant by check payable to the "Surrogate of Camden County Intermingled Trust Fund F/B/O of [REDACTED]", within thirty (30) days of approval of this Agreement by the Superior Court of New Jersey.

II. Covenant To Not Pursue Further Legal Action

Plaintiff hereby covenants and agrees that the Civil Action shall be dismissed with prejudice and without cost as to the Defendant/Releasees. Plaintiff shall take no further action against Defendant/Releasees based upon the matters set forth within Plaintiff's pleadings and/or based upon any other cause of action that Plaintiff may have stemming or originating from Plaintiff's education in the Mt. Ephraim Public School District.

III. General Release

Whereas Plaintiff brought the Civil Action alleging damages for claims as set forth in his pleadings in the Civil Action, and in consideration for the terms and conditions set forth herein, Plaintiff, and her heirs, successors and assigns, hereby voluntarily waive, generally release and discharge Releasees from any and all rights or claims that Plaintiff may have against Releasees, for any and all reasons and any and all claims resulting from anything that has happened up to now, including, but not limited to, claims of discrimination or harassment with regards to any alleged protected category, status or class, including but not limited to age, sex, religion, race, disability, familial status or national origin, breach of contract, wrongful resignation, retaliation, hostile work environment, hostile educational environment, wrongful discharge, intentional and/or negligent infliction of emotional distress, defamation, libel, slander, personal injury, lost wages, and any other economic and/or non-economic damages whatsoever.

Plaintiff specifically waives any and all claims set forth in the Civil Action, which claims were part of the Civil Action litigation instituted in the Superior Court of New Jersey, Camden County, Law Division, captioned ████, a minor and █████, a minor by their parent and guardian █████ v. Mt. Ephraim School District, et al. DOCKET NO. L-3606-12, and any rights that Plaintiff may have under:

- Title VII of the Civil Rights Act of 1964, as amended;
- The Civil Rights Act of 1991;
- Sections 1981-1988 of Title 42 of the United States Code, as amended;
- The United States Constitution;
- The Americans with Disabilities Act of 1990, as amended;
- The Rehabilitation Act of 1973, 29 U.S.C. §100 et seq. ("Section 504");
- The Family Educational Rights and Privacy Act;
- The New Jersey Law Against Discrimination;
- The New Jersey Constitution;
- The New Jersey Civil Rights Act;
- Title 18A of the New Jersey Statutes Annotated;

- The Individuals with Disabilities in Education Act, 20 U.S.C. §1400, et seq (“IDEA”);
- Any other federal, state or local civil or human rights law pertaining to civil rights or education, or any other local, state or federal law, regulation or ordinance;
- Any Mt. Ephraim Public School District Policy or Procedure;
- Any public policy, contract, tort or common law; or
- Any allegation for costs, fees or other expenses including attorney’s fees incurred in the lawsuit or in any of these matters,

that plaintiff, her heirs, administrators, executors, personal representatives, beneficiaries, and assigns may have against Releasees for compensatory or punitive damages or other legal, statutory or equitable relief of any type or description. The aforementioned released claims shall be referred to as the “Released Claims”.

IV. Release Includes Unknown Claims

- A. Plaintiff understands and agrees that the Released Claims are intended to and do include any and all claims of every nature and kind whatsoever (whether known, unknown, suspected, or unsuspected and whether pursuant to any law or cause of action presently in effect or which may be enacted or created in the future) which she has or may have against the Releasees, individually or collectively.
- B. Plaintiff further acknowledges that she may discover facts different from or in addition to those which she now knows or believes to be true with respect to the Released Claims and agrees that, in such event, this Agreement shall nevertheless be and remain effective in all respects, notwithstanding such different or additional facts, or the discovery thereof.
- C. Plaintiff represents and acknowledges (i) that she and her attorneys have conducted whatever investigation was deemed necessary by her and her attorneys to ascertain all facts and matters related to this Agreement; (ii) that she has consulted with and received advice from legal counsel concerning this Agreement; and (iii) that she is not relying in any way on any statement or representation by Defendant or its attorneys, except as expressly stated herein, in reaching his decision to enter into this Agreement.

V. No Assignment or Transfer of Released Claims

Plaintiff represents and warrants that as of the Effective Date, Plaintiff has not assigned, transferred, or hypothecated, or purported to assign, transfer, or hypothecate, to any person, firm, corporation, association, or entity whatsoever any of the Released Claims.

Plaintiff agrees to indemnify and hold harmless Releasees against, without limitation, any and all rights, claims warranties, demands, debts, obligations, liabilities, costs, expenses (including attorneys' fees), causes of action, and judgments based on, arising out of, or connected with any such transfer, assignment, or hypothecation, or purported transfer, assignment, or hypothecation.

VI. No Admission of Liability

Plaintiff understands and agrees that this Agreement is a release of disputed claims and does not constitute an admission of liability on the part of the Mt. Ephraim Public School District as to any matters whatsoever and that the Mt. Ephraim Public School District merely intends by this Agreement to avoid further litigation and buy its peace.

VII. Indemnification

Plaintiff understands and agrees that BCIP-JIF has not withheld any amount from the agreed upon payment made pursuant hereto for federal, state, or local taxes or other withholdings. Plaintiff agrees to indemnify and hold Releasees harmless with respect to all damage, loss, liability, or expense, including penalties and interests, arising out of any actions, suits, proceedings, demands, judgments, or other loss resulting from any action, of any nature whatsoever, to require any of the Releasees to pay any such taxes or other withholdings which arise from the payment made hereunder.

VIII. Confidentiality

Plaintiff and Defendant further agree that this Agreement and all of its terms and conditions are confidential. Plaintiff agrees that she has not and will not communicate or disclose the terms of this Agreement to any person other than her attorney, accountant or members of her immediate family, each of whom shall be first advised of the confidentiality provision of this Agreement. In the event that Plaintiff is asked about the Civil Action, Plaintiff agrees that she will state only that the matter has been settled and/or resolved to his satisfaction. Plaintiff recognizes and agrees that the representations, promises and covenants set forth in this paragraph constitute a material and significant part of this Agreement and that Defendant would not have entered into this Agreement absent such agreement by Plaintiff and, therefore, any violation of this paragraph will constitute a material violation and breach of the Agreement. Defendant agrees that it will not disclose the terms of this Agreement to any person other than its Board Members, insurers, attorneys and accountants as well as staff members who need to know to implement the terms and conditions of this Agreement.

Should either Party be requested to provide a copy of this Agreement to any party by subpoena, Court Order or Open Public Record Act Request, the Party receiving the request shall notify the other Party as soon as possible prior to any return date of any

subpoena or upon receipt of any Court Order or Open Public Record Act Request. If either Party is served and/or receives any such notice or request, the Party receiving the request agrees to immediately notify the other Party. As to Defendant, notice should be sent by mail to:

Michael V. Madden, Esquire
Madden & Madden, P.A.
108 Kings Highway East
Suite 200
P.O. Box 210
Haddonfield, New Jersey 08033

Notice to Plaintiffs shall be sent by mail to:

[REDACTED]
[REDACTED]
[REDACTED]

IX. Modification

No provision of this Agreement may be changed, altered, modified or waived except in writing signed by Plaintiff and a duly authorized representative of Defendant, which writing shall specifically reference this Agreement and the provision which the parties intend to waive or modify.

X. Effectiveness

This Settlement Agreement shall become effective immediately following execution by each of the parties.

XI. Discharge of Obligation

The obligation of the BCIP-JIF to make the payment set forth above shall be discharged upon the receipt by Costello & Mains, of the valid check in the amount of such payment to the payees, as designated in Section I of this Settlement Agreement.

XII. Dismissal

Contemporaneously with the execution of this Agreement, Plaintiff and Defendant, through their respective counsel, shall execute the Stipulation of Dismissal, a copy of which is appended thereto as Exhibit "A", which shall be filed promptly in the Court in which the Civil Action is pending.

XIII. Severability

In the event any provision of this Agreement should be held to be unenforceable, each and all of the other provisions of this Agreement shall remain in full force and effect.

XIV. Attorneys' Fees, Costs and Expenses

Plaintiff understands and agrees that the aforesaid payments to her includes and encompasses any and all claims with respect to attorneys' fees, costs, and expenses for or by any and all attorneys who have represented them or with whom they have consulted or who has done anything in connection with the Civil Action and/or the Released Claims.

XV. Medicare's Interests:

In reaching agreement on the terms of this Release, the parties acknowledge Releasors' possible entitlement to Social Security disability benefits pursuant to 42 U.S.C. § 423, and receipt of Medicare or Medicaid benefits under 42 U.S.C. § 1395y, as well as the entitlement of the Centers for Medicare and Medicaid Services ("CMS") to subrogation and intervention, pursuant to 42 U.S.C. § 1395y(b)(2) to recover any overpayment made by CMS. The parties to this Release agree that this Release is not intended to shift to CMS the responsibility for payment of medical expenses for the treatment of injury related conditions. The parties agree that this settlement is intended to provide Releasor a lump sum and/or future periodic payment which will foreclose Releasee's responsibility for future payment of all injury related medical expenses.

XVI. Non-Reimbursement Expenses:

The parties to this Release understand that many common medical expenses are not payable or reimbursable under the Medicare program. These medical expenses, not covered by Medicare but necessary in the ongoing treatment of the Releasor's injury, and without an admission of liability on the part of the Releasee, have been taken into consideration in the calculation and settlement of Releasor's future medical expenses. Funds for these non-Medicare covered medical expenses have been included in the lump sum settlement amount and shall not be paid from any Medicare allocation amount.

XVII. Benefit Eligibility:

Plaintiff acknowledges that any decision regarding entitlement to Social Security benefits or Medicare or Medicaid benefits, including the amount and duration of payments and offset reimbursement for prior payments is exclusively within the jurisdiction of the Social Security Administration, the United States Government, and the U.S. Federal Courts, and is determined by Federal law and regulations. As such, the United States Government is not bound by any of the terms of this Release.

XVIII. Future Benefits:

Plaintiff has been apprised of his/her right to seek assistance from legal counsel of his/her choosing or directly from the Social Security Administration or other government agencies regarding the impact this Release may have on plaintiff's current or future entitlement to Social Security or other governmental benefits. Plaintiff acknowledges that acceptance of these settlement funds may affect her rights to other governmental benefits, insurance benefits, disability benefits, or pension benefits. Notwithstanding this possibility, plaintiff desires to enter into this Release agreement to settle his/her injury claim according to the terms set forth in this Release.

XIX. Medicare Recovery Action:

Plaintiff agrees to hold harmless and indemnify Releasee from any cause of action, including but not limited to, an action by CMS to recover or recoup Medicare benefits or loss of Medicare benefits, if CMS determines that the money set-aside has been spent inappropriately or for any recovery sought by Medicare, including past, present, and future conditional payments, plaintiff agrees not to use designated Medicare allocation funds to pay claims for conditional payments that may have been made by Medicare.

XX. Entire Agreement

The parties thereto acknowledge that this Agreement constitutes a full, final, and complete settlement of their differences and supersedes and replaces any and all other written or oral exchanges, agreements, understandings, arrangements, or negotiations between or among them relating to the subject matter thereof, and affirmatively state that there are no other prior or contemporaneous agreements, exchanges, representations, arrangements, or understandings, written or oral, between or among them relating to the subject matter thereof other than that as set forth herein, and that this Agreement contains the sole and entire Agreement between them with respect to the subject matter thereof. The parties thereto further acknowledge and agree that language proposed for, deleted from, or otherwise changed in the various drafts of this Agreement but not included therein shall not be considered in any way in the interpretation and application of this Agreement and shall not in any way affect the rights and obligations of the parties thereto.

XXI. Understanding

Plaintiff acknowledges and represents that she has read this Agreement in full and, with advice of counsel, understands and voluntarily consents and agrees to each and every provision contained therein.

XXII. Applicable Law and Mutual Submission to Jurisdiction

This Agreement shall be construed and enforced according to the laws of the State of New Jersey. Plaintiff agrees to submit any and all disputes arising out of or based on this Agreement to the jurisdiction of the Courts of the State of New Jersey.

XXIII. Signature(s)

RELEASOR BY SIGNING THIS AGREEMENT, UNDERSTANDS AND CERTIFIES THAT SHE ENTERS INTO THIS AGREEMENT KNOWINGLY, VOLUNTARILY AND AFTER HAVING CONSULTED WITH AND HAVING THE OPPORTUNITY TO CONSULT WITH HIS ATTORNEY AND REVIEW THIS DOCUMENT IN ITS ENTIRETY.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date shown below.

Plaintiff/Releasor

[Redacted signature]

Date: 8/10/2015

On behalf of her [Redacted], a minor

Sworn to and subscribed to before me on this 10 day of August, 2015.

[Signature]
NOTARY PUBLIC

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

Defendant, Mt. Ephraim Board of Education

By: Joe E. Greenwood
Title: President

Date: 9/14/15

Sworn to and subscribed to before me on
this 14th day of September, 2015

BERNICE ANN ALIBRANDO

ID # 2303476
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires July 28, 2018

Bernice Ann Alibrando
NOTARY PUBLIC

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (hereinafter "Agreement") is made and entered into as of this _____ day of August, 2015, between [REDACTED] (referred to herein as "Plaintiff" and/or "Releasor"), plaintiff in a certain civil action (the "Civil Action") pending in the Superior Court of New Jersey, Camden County, Law Division and styled [REDACTED] a minor and [REDACTED] a minor by their parent and guardian [REDACTED] v. Mt. Ephraim School District, et al, DOCKET NO. L-3606-12, on the one hand, and the Mt. Ephraim Public School District, (referred to herein as "Defendant" and/or "Releasee"), on the other hand.

By means of this Agreement, Plaintiff intends to fully and unconditionally release any and all claims he, his heirs, administrators, executors, personal representatives, beneficiaries, and assigns may have against Defendant, the Mt. Ephraim Public School District, the Burlington County Insurance Pool (hereinafter "BCIP-JIF") and each of their affiliates, predecessors, successors, parents, subsidiaries, divisions, assigns, officers, directors, shareholders, representatives, employees, former employees, insurers, attorneys, consultants and agents, (collectively referred to as "Releasees"), the remaining terms of which Agreement are now fully set forth in Paragraphs I through XXIII below.

I. Consideration

In consideration of the total payment of Fifty Thousand Dollars (\$50,000.00) from the BCIP-JIF to Plaintiff and his attorney, Daniel T. Silverman, Esquire of Costello & Mains, Plaintiff gives the releases, covenants, representations, and warranties stated herein.

Releasee shall deliver the sum of Fifty Thousand Dollars (\$50,000.00) to Costello & Mains, P.C., 1800 Horizon Way, Suite 800, Mt. Laurel, New Jersey 08054 within thirty (30) days of receipt of this signed Agreement from Releasor.

II. Covenant To Not Pursue Further Legal Action

Plaintiff hereby covenants and agrees that the Civil Action shall be dismissed with prejudice and without cost as to the Defendant/Releasees. Plaintiff shall take no further action against Defendant/Releasees based upon the matters set forth within Plaintiff's pleadings and/or based upon any other cause of action that Plaintiff may have stemming or originating from Plaintiff's education in the Mt. Ephraim Public School District.

III. General Release

Whereas Plaintiff brought the Civil Action alleging damages for claims as set forth in his pleadings in the Civil Action, and in consideration for the terms and conditions set forth

herein, Plaintiff, and his heirs, successors and assigns, hereby voluntarily waive, generally release and discharge Releasees from any and all rights or claims that Plaintiff may have against Releasees, for any and all reasons and any and all claims resulting from anything that has happened up to now, including, but not limited to, claims of discrimination or harassment with regards to any alleged protected category, status or class, including but not limited to age, sex, religion, race, disability, familial status or national origin, breach of contract, wrongful resignation, retaliation, hostile work environment, hostile educational environment, wrongful discharge, intentional and/or negligent infliction of emotional distress, defamation, libel, slander, personal injury, lost wages, and any other economic and/or non-economic damages whatsoever.

Plaintiff specifically waives any and all claims set forth in the Civil Action, which claims were part of the Civil Action litigation instituted in the Superior Court of New Jersey, Camden County, Law Division, captioned ████, a minor and █████, a minor by their parent and guardian █████, v. Mt. Ephraim School District, et al, DOCKET NO. L-3606-12, and any rights that Plaintiff may have under:

- Title VII of the Civil Rights Act of 1964, as amended;
- The Civil Rights Act of 1991;
- Sections 1981-1988 of Title 42 of the United States Code, as amended;
- The United States Constitution;
- The Americans with Disabilities Act of 1990, as amended;
- The Rehabilitation Act of 1973, 29 U.S.C. §100 et seq. ("Section 504");
- The Family Educational Rights and Privacy Act;
- The New Jersey Law Against Discrimination;
- The New Jersey Constitution;
- The New Jersey Civil Rights Act;
- Title 18A of the New Jersey Statutes Annotated;
- The Individuals with Disabilities in Education Act, 20 U.S.C. §1400, et seq ("IDEA");
- Any other federal, state or local civil or human rights law pertaining to civil rights or education, or any other local, state or federal law, regulation or ordinance;
- Any Mt. Ephraim Public School District Policy or Procedure;
- Any public policy, contract, tort or common law; or
- Any allegation for costs, fees or other expenses including attorney's fees incurred in the lawsuit or in any of these matters,

that plaintiff, his heirs, administrators, executors, personal representatives, beneficiaries, and assigns may have against Releasees for compensatory or punitive damages or other legal, statutory or equitable relief of any type or description. The aforementioned released claims shall be referred to as the "Released Claims".

IV. Release Includes Unknown Claims

- A. Plaintiff understands and agrees that the Released Claims are intended to and do include any and all claims of every nature and kind whatsoever (whether known, unknown, suspected, or unsuspected and whether pursuant to any law or cause of action presently in effect or which may be enacted or created in the future) which he has or may have against the Releasees, individually or collectively.
- B. Plaintiff further acknowledges that he may discover facts different from or in addition to those which he now knows or believes to be true with respect to the Released Claims and agrees that, in such event, this Agreement shall nevertheless be and remain effective in all respects, notwithstanding such different or additional facts, or the discovery thereof.
- C. Plaintiff represents and acknowledges (i) that he and his attorneys have conducted whatever investigation was deemed necessary by him and his attorneys to ascertain all facts and matters related to this Agreement; (ii) that he has consulted with and received advice from legal counsel concerning this Agreement; and (iii) that he is not relying in any way on any statement or representation by Defendant or its attorneys, except as expressly stated herein, in reaching his decision to enter into this Agreement.

V. No Assignment or Transfer of Released Claims

Plaintiff represents and warrants that as of the Effective Date, Plaintiff has not assigned, transferred, or hypothecated, or purported to assign, transfer, or hypothecate, to any person, firm, corporation, association, or entity whatsoever any of the Released Claims. Plaintiff agrees to indemnify and hold harmless Releasees against, without limitation, any and all rights, claims warranties, demands, debts, obligations, liabilities, costs, expenses (including attorneys' fees), causes of action, and judgments based on, arising out of, or connected with any such transfer, assignment, or hypothecation, or purported transfer, assignment, or hypothecation.

VI. No Admission of Liability

Plaintiff understands and agrees that this Agreement is a release of disputed claims and does not constitute an admission of liability on the part of the Mt. Ephraim Public School District as to any matters whatsoever and that the Mt. Ephraim Public School District merely intends by this Agreement to avoid further litigation and buy its peace.

VII. Indemnification

Plaintiff understands and agrees that BCIP-JIF has not withheld any amount from the agreed upon payment made pursuant hereto for federal, state, or local taxes or other withholdings. Plaintiff agrees to indemnify and hold Releasees harmless with respect to all damage, loss, liability, or expense, including penalties and interests arising out of any actions, suits, proceedings, demands, judgments, or other loss resulting from any action, of any nature whatsoever, to require any of the Releasees to pay any such taxes or other withholdings which arise from the payment made hereunder.

VIII. Confidentiality

Plaintiff and Defendant further agree that this Agreement and all of its terms and conditions are confidential. Plaintiff agrees that he has not and will not communicate or disclose the terms of this Agreement to any person other than his attorney, accountant or members of his immediate family, each of whom shall be first advised of the confidentiality provision of this Agreement. In the event that Plaintiff is asked about the Civil Action, Plaintiff agrees that he will state only that the matter has been settled and/or resolved to his satisfaction. Plaintiff recognizes and agrees that the representations, promises and covenants set forth in this paragraph constitute a material and significant part of this Agreement and that Defendant would not have entered into this Agreement absent such agreement by Plaintiff and, therefore, any violation of this paragraph will constitute a material violation and breach of the Agreement. Defendant agrees that it will not disclose the terms of this Agreement to any person other than its Board Members, insurers, attorneys and accountants as well as staff members who need to know to implement the terms and conditions of this Agreement.

Should either Party be requested to provide a copy of this Agreement to any party by subpoena, Court Order or Open Public Record Act Request, the Party receiving the request shall notify the other Party as soon as possible prior to any return date of any subpoena or upon receipt of any Court Order or Open Public Record Act Request. If either Party is served and/or receives any such notice or request, the Party receiving the request agrees to immediately notify the other Party. As to Defendant, notice should be sent by mail to:

Michael V. Madden, Esquire
Madden & Madden, P.A.
108 Kings Highway East
Suite 200
P.O. Box 210
Haddonfield, New Jersey 08033

Notice to Plaintiffs shall be sent by mail to:

[REDACTED]

IX. Modification

No provision of this Agreement may be changed, altered, modified or waived except in writing signed by Plaintiff and a duly authorized representative of Defendant, which writing shall specifically reference this Agreement and the provision which the parties intend to waive or modify.

X. Effectiveness

This Settlement Agreement shall become effective immediately following execution by each of the parties.

XI. Discharge of Obligation

The obligation of the BCIP-JIF to make the payment set forth above shall be discharged upon the receipt by Costello & Mains, of the valid check in the amount of such payment to the payees, as designated in Section I of this Settlement Agreement.

XII. Dismissal

Contemporaneously with the execution of this Agreement, Plaintiff and Defendant, through their respective counsel, shall execute the Stipulation of Dismissal, a copy of which is appended thereto as Exhibit "A", which shall be filed promptly in the Court in which the Civil Action is pending.

XIII. Severability

In the event any provision of this Agreement should be held to be unenforceable, each and all of the other provisions of this Agreement shall remain in full force and effect.

XIV. Attorneys' Fees, Costs and Expenses

Plaintiff understands and agrees that the aforesaid payments to him includes and encompasses any and all claims with respect to attorneys' fees, costs, and expenses for or by any and all attorneys who have represented them or with whom they have consulted or who has done anything in connection with the Civil Action and/or the Released Claims.

XV. Medicare's Interests:

In reaching agreement on the terms of this Release, the parties acknowledge Releasors' possible entitlement to Social Security disability benefits pursuant to 42 U.S.C. § 423, and receipt of Medicare or Medicaid benefits under 42 U.S.C. § 1395y, as well as the entitlement of the Centers for Medicare and Medicaid Services ("CMS") to subrogation and intervention, pursuant to 42 U.S.C. § 1395y(b)(2) to recover any overpayment made by CMS. The parties to this Release agree that this Release is not intended to shift to CMS the responsibility for payment of medical expenses for the treatment of injury related conditions. The parties agree that this settlement is intended to provide Releasor a lump sum and/or future periodic payment which will foreclose Releasee's responsibility for future payment of all injury related medical expenses.

XVI. Non-Reimbursement Expenses:

The parties to this Release understand that many common medical expenses are not payable or reimbursable under the Medicare program. These medical expenses, not covered by Medicare but necessary in the ongoing treatment of the Releasor's injury, and without an admission of liability on the part of the Releasee, have been taken into consideration in the calculation and settlement of Releasor's future medical expenses. Funds for these non-Medicare covered medical expenses have been included in the lump sum settlement amount and shall not be paid from any Medicare allocation amount.

XVII. Benefit Eligibility:

Plaintiff acknowledges that any decision regarding entitlement to Social Security benefits or Medicare or Medicaid benefits, including the amount and duration of payments and offset reimbursement for prior payments is exclusively within the jurisdiction of the Social Security Administration, the United States Government, and the U.S. Federal Courts, and is determined by Federal law and regulations. As such, the United States Government is not bound by any of the terms of this Release.

XVIII. Future Benefits:

Plaintiff has been apprised of his/her right to seek assistance from legal counsel of his/her choosing or directly from the Social Security Administration or other government agencies regarding the impact this Release may have on plaintiff's current or future entitlement to Social Security or other governmental benefits. Plaintiff acknowledges that acceptance of these settlement funds may affect his rights to other governmental benefits, insurance benefits, disability benefits, or pension benefits. Notwithstanding this possibility, plaintiff desires to enter into this Release agreement to settle his/her injury claim according to the terms set forth in this Release.

XIX. Medicare Recovery Action:

Plaintiff agrees to hold harmless and indemnify Releasee from any cause of action, including but not limited to, an action by CMS to recover or recoup Medicare benefits or loss of Medicare benefits, if CMS determines that the money set-aside has been spent inappropriately or for any recovery sought by Medicare, including past, present, and future conditional payments, plaintiff agrees not to use designated Medicare allocation funds to pay claims for conditional payments that may have been made by Medicare.

XX. Entire Agreement

The parties thereto acknowledge that this Agreement constitutes a full, final, and complete settlement of their differences and supersedes and replaces any and all other written or oral exchanges, agreements, understandings, arrangements, or negotiations between or among them relating to the subject matter thereof, and affirmatively state that there are no other prior or contemporaneous agreements, exchanges, representations, arrangements, or understandings, written or oral, between or among them relating to the subject matter thereof other than that as set forth herein, and that this Agreement contains the sole and entire Agreement between them with respect to the subject matter thereof. The parties thereto further acknowledge and agree that language proposed for, deleted from, or otherwise changed in the various drafts of this Agreement but not included therein shall not be considered in any way in the interpretation and application of this Agreement and shall not in any way affect the rights and obligations of the parties thereto.

XXI. Understanding

Plaintiff acknowledges and represents that he has read this Agreement in full and, with advice of counsel, understands and voluntarily consents and agrees to each and every provision contained therein.

XXII. Applicable Law and Mutual Submission to Jurisdiction

This Agreement shall be construed and enforced according to the laws of the State of New Jersey. Plaintiff agrees to submit any and all disputes arising out of or based on this Agreement to the jurisdiction of the Courts of the State of New Jersey.

XXIII. Signature(s)

RELEASOR BY SIGNING THIS AGREEMENT, UNDERSTANDS AND CERTIFIES THAT HE ENTERS INTO THIS AGREEMENT KNOWINGLY, VOLUNTARILY AND AFTER HAVING CONSULTED WITH AND HAVING THE OPPORTUNITY TO CONSULT WITH HIS ATTORNEY AND REVIEW THIS DOCUMENT IN ITS ENTIRETY.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date shown below.

Plaintiff/Releasor



Date: 8/18/15

Sworn to and subscribed to before me on this 18 day of August, 2015.


NOTARY PUBLIC

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

Defendant, Mt. Ephraim Board of Education

By: *Joe E. Greenwood*
Title: *President*

Date: *9/14/15*

Sworn to and subscribed to before me on
this *14th* day of *September*, 2015

Bernice Ann Alibrando
NOTARY PUBLIC

BERNICE ANN ALIBRANDO
ID # 2303476
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires July 28, 2018