

CONFIDENTIAL GENERAL RELEASE

THIS CONFIDENTIAL GENERAL RELEASE (the "Release") is entered into as of this 28 day of March, 2016 (the "Effective Date"), by MARELLA LAWSON.

BACKGROUND

A. Plaintiff initiated a civil action against Defendant, City of Bridgeton ("Bridgeton"), and a number of its Police Officers, including Officers Shane Sawyers, Robert Robbins and John Doe 1-3 in their individual and official capacities, in the United States District Court for the District of New Jersey, No. 14-749, for damages allegedly sustained as a result of her arrests on April 20, 2013, and March 31, 2015 (the "Civil Action") (the April 20, 2013, and March 31, 2015 incidents are collectively referred to as the "Incidents").

B. Plaintiff's claims against Officers Shane Sawyers, Robert Robbins and John Doe 1-3, have been voluntarily dismissed with prejudice, leaving Bridgeton as the sole Defendant in the Civil Action.

C. Bridgeton has denied, and continues to deny, any and all liability for the claims Plaintiff has asserted against it in the Civil Action.

D. At all times relevant, Plaintiff has been represented in the Civil Action by Gregg L. Zeff, Esquire of the Zeff Law Firm, LLC, which has offices located at 100 Century Parkway, Suite 305, Mt. Laurel, New Jersey 08054.

E. Plaintiff has determined that it is in her best interests to enter into this Release to fully and finally resolve all differences with respect to her claims that are the subject of the Civil Action.

NOW THEREFORE, for good and valuable consideration and intending to be legally bound hereby, Plaintiff agrees as follows:

I. TERMS OF PAYMENT

1. In consideration for this Release, the City and/or its insurance carrier will deliver to Plaintiff and/or her attorney, Gregg L. Zeff, Esquire, payment in the amount of **SIX HUNDRED NINETY THOUSAND DOLLARS (\$690,000.00)**, which includes legal fees, fees, and costs, in full and final settlement of Plaintiff's claims for damages of any sort that Plaintiff has alleged that she has suffered and includes any amount due and owing to Plaintiff by Bridgeton (the "Settlement Payment").

2. Plaintiff agrees that Bridgeton's obligation to make the Settlement

Payment is suspended until such time as the prerequisite terms of settlement have been completed as set forth in Paragraph 14, below.

3. Within five (5) days of receipt of the Settlement Payment, Plaintiff shall have the Civil Action discontinued *with prejudice* and shall, upon filing with the Court, immediately provide proof thereof to Bridgeton's counsel of record, John P. Morgenstern, Esquire.

II. GENERAL RELEASE

4. Payment of the Settlement Payment set forth in Paragraph 1, above, shall extinguish any and all claims Plaintiff has asserted, or may have asserted, in the Civil Action including all claims, known and unknown, whether or not pled in the Civil Action, that could arise, or could have arisen, from the Incidents including alleged violations of the United States Constitution (particularly the Fourth and Fourteenth Amendments) actionable pursuant to 42 U.S.C. § 1983, alleged violations of any provision of the Constitution and/or statutes of the State of New Jersey, and alleged violations of common law (including claims for assault, battery and malicious prosecution). Payment of the Settlement Payment further extinguishes any demands or claims Plaintiff or her attorneys have asserted, or may have asserted, for attorneys' fees, expenses and costs.

5. To the extent that any federal, state and/or local income, or other, taxes are determined to be due and payable on account of the Settlement Payment described in Paragraph 1 above, Plaintiff shall be responsible for payment of all such taxes. Plaintiff shall indemnify and hold Bridgeton and its insurance carrier harmless from any and all liability on account of any failure on their part to withhold taxes from the Settlement Payment.

6. Plaintiff, on her own behalf, and on behalf of her heirs, devisees, executors, administrators, personal representatives, attorneys, successors, assigns, and beneficiaries, hereby fully releases and forever discharges Bridgeton, its employees, agencies, offices, departments, including its Police Department and all of its Police Officers and employees, and all of their respective past, present and future officers, directors, supervisors, councilmembers, attorneys (including, Deasey, Mahoney & Valentini, Ltd.), trustees, agents, servants, representatives, employees, insurers (including Scottsdale Insurance Company and Nationwide Insurance Company), predecessors and successors in interest, assigns and all other persons, firms or corporations with whom any of the former have been, are now, or may hereafter be affiliated (*collectively, the "Released Parties"*), from any and all claims, demands or causes of action, known or unknown, including the Civil Action, arising, or allegedly arising, out of the Incidents that she may now have, or ever had, against the Released Parties as of the date of execution of this Release.

7. This Release is intended to be, and shall be construed as, a protection and legal defense for Bridgeton 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 Incidents that are the subject of the Civil Action, or this Release, other than the Settlement Payment. As further consideration of the Settlement Payment, Plaintiff hereby covenants, warrants, and agrees that she will not seek anything further, including any other payments, from Bridgeton, as a result of the Incidents that are the subject of the Civil Action, or this Release. As further consideration for the Settlement Payment, Plaintiff hereby covenants, warrants, and agrees with Bridgeton that she will not prosecute, either directly or indirectly, any action or appeal against Bridgeton for any claim, demand, action or cause of action for damages arising out of the Incidents (including, without limitation, the Civil Action), 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 Incidents or this Release.

8. Plaintiff agrees to defend, indemnify and forever save harmless Bridgeton 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 Bridgeton on account of, or in any manner resulting from said injuries, losses or damages arising out of or in any way related to the Incidents and/or the Civil Action.

III. INDEMNIFICATION FOR PAST, PRESENT AND FUTURE LIENS

9. 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 Incidents, or benefits received by Bridgeton 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 Bridgeton, 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 Civil Action, 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 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.

10. 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 agrees to release any right to bring any possible future action under the Medicare Secondary Payer Act, 42 U.S.C. § 1395y (*the "MSP Act"*) against Defendants and their Insurers.

11. Plaintiff declares and expressly warrants that:

- (a) she is not Medicare eligible, nor is she within thirty (30) months of becoming Medicare eligible;
- (b) there have been no payments made on her behalf for Medicare benefits, and none are expected to be received in the next thirty (30) months;
- (c) is not 65 years of age or older; (d) is not suffering from end-stage renal failure;
- (e) has not received Social Security benefits for twenty-four (24) months or longer; and
- (f) has not applied for Social Security disability benefits nor are appealing their denial.

12. Based upon the representations made by Plaintiff in Paragraph 8 (a)-(f), above, no Medicare Set Aside Arrangement ("MSA") is being established. In the event any of the information supplied by Plaintiff 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 Bridgeton, and all of the Released Parties and their attorneys (including Deasey, Mahoney & Valentini) and insurers (including Scottsdale Insurance Company and Nationwide Insurance Company), 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 MSP Act 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 the any of Released Parties and their attorneys (including Deasey, Mahoney & Valentini) and insurers (including Scottsdale Insurance Company and Nationwide Insurance Company), under the requirements and provisions of the MSP Act and its accompanying regulations.

13. **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 the Released Parties with said documentation prior to the Released Parties' disbursement of the Settlement 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 the Released Parties' counsel. Plaintiff further understands and acknowledges that no settlement funds due Plaintiff pursuant to this Release shall be released prior to the receipt of the judgment search certification.

14. **Suspension of Settlement Funding:** Bridgeton's obligation to fund this settlement is suspended until:

- (a) such time as all lien issues, including those involving Medicare's present and future interests, have been resolved. The Plaintiff and her attorneys affirmatively represent that, to their knowledge, Medicare has not been billed and has not made any conditional payments on Plaintiff's behalf for any injury or condition arising out of, or related to, the Incidents that form the basis of the Civil Action. As a material term of settlement, Plaintiff shall obtain from CMS/COBC, and provide to counsel for Bridgeton, a Final Payment Letter or other conclusive proof that CMS Medicare has made no payment to date for the care or treatment of the Plaintiff. Upon receipt, the Final Payment or No Payment Letter will be attached as an exhibit to this Release;
- (b) Plaintiff or her counsel conducts the certified child support judgment lien search as mandated by N.J.S.A. 2A:17-56.23b and Paragraph 13 of this Release, and provides a true and correct copy of the documentation regarding such search to counsel for the Released Parties; *and*
- (c) Plaintiff or her counsel, executes and files, and the Court approves, a Stipulation of Voluntary Dismissal dismissing, with prejudice, all claims asserted in the Civil Action against Officers Shane Sawyers, Robert Robbins and John Doe 1-3.

The Settlement payment shall be made within twenty (20) days after these prerequisite terms have been completed.

15. The forgoing provisions are specifically intended to prevent Bridgeton and the Released Parties from ever having to make any payment(s) other than the Settlement Payment set forth in Paragraph 1, above, to any person(s) or entity(ies) for the injuries and/or damages allegedly sustained by Plaintiff as a result of the Incidents at issue in the Civil Action, or any treatment or benefits received as a result thereof, and to require Plaintiff to provide full indemnity to Bridgeton.

IV. CONFIDENTIALITY

16. Plaintiff further agrees that she will not divulge the specifics of the settlement of the above-referenced matter or this Release to any person or entity other than her attorneys and accountants. Plaintiff further agrees that she shall not publicize, disclose or comment on the terms of this Release in any news or other communications medium or on any social media/networking websites. Confidentiality regarding the existence of the above-referenced Civil Action, the facts surrounding the same, and the terms of the Release including the manner and source of payment and amount of payment, is of essence to this Release. This confidentiality provision shall survive, and be given full force and effect separately from any invalid, unenforceable, or inoperative provision of the Release. The settlement of this Civil Action 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 Bridgeton 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 understands and agrees 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, that Bridgeton 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 \$1,000.00 of the settlement payment is made as consideration for the Plaintiff's confidentiality.

17. Plaintiff represents and warrants that she has not disclosed or disseminated, and will not disclose or disseminate, to any person other than her attorneys or accountants 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 accountants to keep same confidential as well. In the event of such a breach, all other provisions of the Release shall remain in full force and effect.

V. GENERAL TERMS AND CONDITIONS

18. Plaintiff understands and agrees that this Release constitutes the settlement and compromise of a doubtful and disputed claim. Plaintiff further

understands and agrees that the payment of the Settlement Payment described in Paragraph 1 of this Release is not to be, in any way, considered as an admission of liability on behalf of any of the Released Parties.

19. This terms of this Release shall be binding upon the Plaintiff and all of her respective heirs, devisees, executors, administrators, personal representatives, attorneys, successors, beneficiaries, insurers, workers compensation insurance carriers and assigns.

20. Plaintiff, by execution of this Release, acknowledges that she has examined and read the terms of this Release, has consulted with counsel of her choosing, and has had the contents of this Release and its import explained to her by her chosen legal counsel. Plaintiff further acknowledges that this Release, its terms and provisions have been negotiated in good faith by the parties and their respective counsel.

21. This Release has been entered into, is deemed to be performed in, and is subject to the laws of the State of New Jersey. Plaintiff consents to and agrees that personal jurisdiction over Plaintiff with respect to any action arising out of a breach of the terms of this Release shall be with the Superior Court of Cumberland County, New Jersey and/or the United States District Court for the District of New Jersey.

IN WITNESS WHEREOF and intending to be legally bound hereby, Plaintiff, Marella Lawson, has hereunto set her hands and seal as of the Effective Date.



MARELLA LAWSON

Sworn and Subscribed to
before me this 28th day
of March, 2016.
Jennifer Prior
New Jersey Attorney at Law
NOTARY PUBLIC Bar ID # 01961201