

DENNIS CALO, ESQ.  
Attorney ID No. 018931975  
HARTMANN DOHERTY ROSA  
BERMAN & BULBULIA, LLC  
65 Route 4 East  
River Edge, New Jersey 07661  
(201) 441-9056  
Fax (201) 441-9435  
Attorney for Plaintiff, Matthew Richards

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Superior Court of New Jersey  
OCT 31 2014  
CIVIL CASE MANAGEMENT  
UNION COUNTY

<p>MATTHEW RICHARDS,  Plaintiff,  v.  SCOTCH PLAINS-FANWOOD PUBLIC SCHOOL DISTRICT,  Defendant.</p>	<p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION: UNION COUNTY DOCKET NO. <b>UNNL 3990 14</b>  COMPLAINT, JURY DEMAND AND DESIGNATION OF TRIAL COUNSEL</p>
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Plaintiff, Matthew Richards, residing at 1220 Celler Avenue, Clark, New Jersey, complains of Defendant Scotch Plains-Fanwood Public School District, as follows:

FIRST COUNT

1. This Complaint sets forth a claim for affectional and sexual orientation employment discrimination and termination, contrary to the New Jersey Law Against Discrimination N.J.S.A. 10:5-1 et. seq. ("LAD").

2. Plaintiff Matthew Richards ("Richards") is gay. Richards was hired as a teacher by the Scotch Plains-Fanwood Public School District ("District") in August 2011, as a

maternity leave replacement for a third grade class in the William J. McGinn Elementary School.

3. The District was highly satisfied with Richards' performance as a replacement teacher and therefore hired him at the end of the 2011-2012 school year as a permanent third grade teacher on tenure track.

4. Richards progressed steadily as a teacher throughout the 2012-2013 school year. His principal, who was also his principal classroom observer, issued performance reviews/observation reports that reported Richards' steady and increasing progress in competence as a teacher. His principal also commended Richards for his effective performance, and his concern for and rapport with his students. The principal often assured Richards that his present and future position as a teacher for the District was secure.

5. Thus, Richards returned as a teacher for the District for the 2013-2014 academic year. During the first half of that year, Richards' performance reviews/observation reports continued to report Richards' steady and increasing progress and effectiveness as a teacher. Additionally, Richards' principal continued to verbally praise him and assured him that his position with the District was secure.

6. In January 2014 Richards announced his intention to marry his gay partner, now his husband. On January 30, 2014,

shortly after the marriage announcement, a parent of one (1) of Richards' male students falsely accused Richards to the District of keeping her son after class with him after dismissing the other students, with an innuendo of sexual impropriety. A few days before this accusation this parent had reported to the District that her son had not been dismissed to her with the other students.

7. The same parent also spread blatant slurs about Richards' sexual orientation and solicited other parents to support her vendetta against Richards. The District was aware and apprised of this vendetta. Additionally, the parent sent a lengthy letter to the District seeking Richards' termination.

8. These attacks made Richards physically ill to the extent that he was hospitalized in February 2014.

9. Upon his release from the hospital and less than three (3) weeks after the parent's false accusations to the District, Richards was served with a surprise and unprecedented interim report which was composed by his principal, but which was not based on any specific classroom observation. The interim report purported to be a summary of Richards' previous performance, but was at odds with his formal observation reports. The interim report was highly critical of Richards teaching abilities and was also at odds with the principal's many oral commendations of Richards' abilities as a teacher.

10. Richards immediately perceived that the interim report was a reaction to his announcement of his intended gay marriage and the vendetta against him because of his sexual orientation.

11. When Richards questioned his principal about her critical interim evaluation and reminded her that she had consistently told him that he was doing a "great job", his principal told Richards that she had suddenly decided that he was "good but not good enough" and later said that she had been mistaken about his performance.

12. In March 2014, Richards was given another evaluation/observation report which was even more critical of his teaching performance than the surprise interim report he had received in February. At this point, Richards' principal informed him that his job was in jeopardy.

13. In May 2014, Richards was issued his final evaluation/observation report, which again was highly critical of his performance as a teacher.

14. The evaluation/observation reports given to Richards in the second half of the 2013-2014 academic year were so critical of his teaching performance and so at odds with his previous evaluation/observation reports, as well as the previous, consistent verbal commendations of his performance, as to make it glaringly apparent to him and to any objective observer that there was a pre-planned determination to terminate

him as a teacher because of his sexual orientation, with his alleged poor teaching performance to be used as a pretext.

15. Thus, the District terminated Richards' position as a teacher at the end of the 2013-2014 year because of Richards' sexual orientation, denying him the opportunity to continue in his chosen profession and effectively denying him tenure, contrary to the LAD.

**WHEREFORE,** Plaintiff Matthew Richards demands judgment against Defendant Scotch Plains-Fanwood Public School District for compensatory and punitive damages, attorneys' fees, costs of court and such other and further relief as the Court deems appropriate.

**CERTIFICATION PURSUANT TO RULE 4:5-1**

The undersigned hereby certifies upon information and belief that the matter in controversy is not subject to any other action pending in any Court or arbitration proceeding, there is no other action or arbitration proceeding contemplated, and there are no other parties who should be joined in this action.

**JURY DEMAND**

Plaintiff hereby demands trial by jury on all issues.

DESIGNATION OF TRIAL COUNSEL

Pursuant to Rule 4:25-4, Dennis Calo, Esq., is hereby designated as trial counsel.

HARTMANN DOHERTY ROSA BERMAN  
& BULBULIA, LLC  
*Attorneys for Plaintiff Matthew Richards*

By:

  
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DENNIS CALO

Dated: October 24, 2014

## AGREEMENT AND GENERAL RELEASE

This Agreement and General Release of all Claims ( Release ), executed on 5/17/16, 2016, is entered into by and between MATTHEW RICHARDS, ("Releasor(s)") and SCOTCH PLAINS FANWOOD PUBLIC SCHOOL DISTRICT, UTICA NATIONAL INSURANCE GROUP and GRAPHIC ARTS MUTUAL INSURANCE COMPANY, its owners, parents, subsidiaries, divisions, affiliates, officers, directors, agents, servants, employees, former employees, representatives, attorneys, insurers, third - party administrators, successors and assigns, and all persons acting by, through, under, and in concert with any of them, ("Releasee(s)").

In consideration of the mutual promises and valuable consideration described below, the parties agree as follows:

1. *Terms*

As used in this Agreement and General Release, these words shall have the following meanings:

- (a) Releasor(s) means Plaintiff Matthew Richards, his owners, parents, subsidiaries, divisions, affiliates, officers, directors, agents, servants, employees, former employees, representatives, attorneys, insurers, third - party administrators, successors and assigns, executors/executrices, administrators/administratixes, beneficiaries and/or any and all persons acting by, through, under, and in concert with any of them.
- (b) Releasee(s) means Scotch Plains – Fanwood Public School District, Utica National Insurance Group and Graphic Arts Mutual Insurance Company, their owners, parents, subsidiaries, divisions, affiliates, officers, directors, agents, servants, employees, former employees, representatives, attorneys, insurers, third - party administrators, successors and assigns, and all persons acting by, through, under, and in concert with any of them.
- (c) Claim or Claims means any and all complaints, (past, present and/or future whether known and/or unknown), claims, (past, present and future whether known and/or unknown), liabilities, (past, present and/or future whether known and/or unknown), obligations, (past, present and/or future whether known and/or unknown), promises, (past, present and/or future whether known and/or unknown), agreements, (past, present and/or future whether known and/or unknown), grievances, (past, present and/or future whether known and/or unknown), controversies, (past, present and/or future whether known and/or unknown), damages, (past, present and/or future whether known and/or unknown), actions, (past, present and/or future whether known and/or unknown), causes of action, (past, present and/or future whether known and/or unknown), rights, (past, present and/or future whether known and/or unknown), demands, (past, present and/or future whether known and/or unknown), losses, (past, present and/or future whether known and/or unknown), debts, (past, present and/or future whether known and/or

unknown), subrogation rights of any and all other persons, corporations and/or any other recognized legal entities, (past, present and/or future whether known and/or unknown), and expenses (including past, present and/or future whether known and/or unknown of court costs and attorney's fees actually incurred and/or any other expenses, in the past, present and/or future whether known and/or unknown), which Releasor(s) ever incurred against Releasee(s) or may have in the past, present and/or future incurred whether known and/or unknown against Releasee(s).

**2. *Payment***

Releasor(s) expressly warrant, represent, agree and acknowledge receipt of One Hundred Ten Thousand Dollars (\$110,000.00), for personal bodily injury and pain and suffering with payment being made by and on behalf of Releasee(s), SCOTCH PLAINS FANWOOD PUBLIC SCHOOL DISTRICT, UTICA NATIONAL INSURANCE GROUP and GRAPHIC ARTS MUTUAL INSURANCE COMPANY. This payment represents payment in full with respect to the claim(s) set forth hereunder and in Section 1(c). The liability for all claims is denied by RELEASEE(s), and this final compromise and settlement thereof shall never be treated as an admission of liability or responsibility at any time for any purpose.

**3. *Release***

Releasor, in consideration of the payment of the aforementioned sum, do hereby irrevocably and unconditionally release, discharge, compromise and settle any and all Claims against Releasee(s), including but not limited to, all Claims arising under any federal, state or local law, including the New Jersey Law Against Discrimination, common law, public policy, statute or otherwise, as well as claims for harassment, discrimination, retaliation, negligent and/or intentional infliction of emotional distress, assault, battery, negligence and/or recklessness, which have been and may hereafter be sustained by Releasor or by any and all other persons, association, or corporations, whether named or not, and from liability arising from the incidents, accidents or occurrences set forth in the Complaint filed in The Superior Court of New Jersey, Law Division, Union County, bearing Docket Number UNN-L-3990-14. Releasor(s) hereby expressly warrant, represent and/or agree that all medical and/or other health care related expenses, including but not limited to any and all expenses associated with the medical care and/or treatment of Matthew Richards, incurred by Releasor(s) directly and/or indirectly resulting from and/or arising out of the above referenced incident, accident and/or occurrence, including but not limited to physician fees and charges, therapies, hospital charges, medications and/or equipment expenses, and any and/or all liens of attorneys, health care agencies, third party administrators, workers' compensation insurance companies, and/or health insurance companies are the direct liability and responsibility of the Releasor(s). Releasor(s) expressly warrant, represent and/or agree to protect, indemnify, save and hold harmless Releasee(s), SCOTCH PLAINS FANWOOD PUBLIC SCHOOL DISTRICT, and UTICA NATIONAL INSURANCE GROUP and GRAPHIC ARTS MUTUAL INSURANCE COMPANY, against any and all claims,



demands, liabilities, subrogation claims and/or any and all other obligations which may directly and/or indirectly arise out of and/or result from such liens and such medical and other health care related expenses including litigation expenses, costs, interest and/or attorney's fees incurred in seeking enforcement of this provision.

**4. *Settlement in Full***

Releasor(s) expressly warrant, represent and/or agree that acceptance of the amount set forth in Section 2 constitutes a full accord and satisfaction of any and all disputed claims, (in the past, present and/or future whether known and/or unknown), and that payment of said amount is not to be expressly and/or impliedly construed as an admission of liability upon the part of the Releasee(s), SCOTCH PLAINS – FANWOOD BOARD OF EDUCATION, Inc., and SCOTCH PLAINS FANWOOD SCHOOL DISTRICT and UTICA NATIONAL INSURANCE GROUP and GRAPHIC ARTS MUTUAL INSURANCE COMPANY, and/or other persons, firms or corporations. Releasor(s) fully expressly understand that there are no other collateral agreements between the parties hereto, and that all prior promises and/or negotiations are merged herein.

**5. *Heirs and Successors***

Releasor(s) expressly warrant, represent and/or agree that anyone who may succeed to Releasor(s)' rights and responsibilities, including but not limited to Releasor(s)' heirs, beneficiaries, successors, assigns, administrators/administratixes and/or executors/executrixes of Releasor(s)' estate, shall be expressly bound by the terms and conditions of this Agreement and General Release.

**6. *Confidentiality***

Releasor, and his attorneys, Hartmann, Doherty, Rosa, Berman & Bulbulia, LLC, and all of the members of the law firm hereby agree that, except as expressly provided below, each of them will forever keep confidential to the maximum extent permitted by law the terms of this settlement and the substance of discussions leading to this settlement. Releasor and his attorneys, Hartmann, Doherty, Rosa, Berman & Bulbulia, LLC, and all of the members of the law firm further agree that they will not hereafter make public or disclose to any third party any records, documents, any and all discovery conducted in connection with the litigation and/or correspondence exchanged between the parties in this matter. If Releasor and/or his attorneys, Hartmann, Doherty, Rosa, Berman & Bulbulia, LLC, and/or any or all of the members of the law firm are served with any type of legal process regarding disclosure of the terms of the settlement, or any other aspect of this matter, he/she/they will provide prompt notice of such legal process to Scotch Plains Fanwood Public School District and the attorneys for the Scotch Plains Fanwood Public School District so as to provide the Scotch Plains Fanwood Public School District and/or its attorneys with the opportunity to contest any such disclosure. Notwithstanding the foregoing, Releasor and his attorneys, Hartmann, Doherty, Rosa, Berman & Bulbulia, LLC, and all of the members of the law firm may reveal information concerning this

settlement to the extent necessary to any medical providers, accountants, tax advisors and immediate family. Releasor, and his attorneys, Hartmann, Doherty, Rosa, Berman & Bulbulia, LLC, and all of the members of the law firm, shall disclose to any medical providers, accountants, immediate family members, and tax advisors that the aforementioned settlement is confidential and that a confidentiality provision is in place and direct such medical providers, accountants, and tax advisors not to disclose to any third party any records, documents, any and all discovery conducted in connection with the litigation and/or correspondences exchanged between the parties in connection with the litigation and shall not disclose any of the terms and conditions of the Release. A breach of this confidentiality provision by any medical providers, and/or accountants and/or tax advisors shall be deemed a breach of this confidentiality provision by Releasor.

In the event of a breach of this confidentiality provision by Releasor, and/or his attorneys, Hartmann, Doherty, Rosa, Berman & Bulbulia, LLC, and/or any members of the law firm, and/or any medical providers, and/or accountants and/or immediate family members and/or tax advisors whether by intentional, reckless, careless and/or negligent acts and/or omissions, established conclusively in a Court of Law, Releasor shall return Releasor's portion of the settlement amount to SCOTCH PLAINS FANWOOD PUBLIC SCHOOL DISTRICT and/or UTICA NATIONAL INSURANCE GROUP and/or GRAPHIC ARTS MUTUAL INSURANCE COMPANY within thirty (30) days of written notice from SCOTCH PLAINS FANWOOD PUBLIC SCHOOL DISTRICT and/or UTICA NATIONAL INSURANCE GROUP and/or GRAPHIC ARTS MUTUAL INSURANCE COMPANY and/or its counsel to the Releasor.

**7. *Complete Understanding***

Releasor(s) expressly warrant, represent and/or agree and do hereby declare that the terms and/or conditions of this Agreement and General Release have been completely read and are fully understood and voluntarily accept same for the purpose of making a full and final settlement of any and all claims, disputed or otherwise, on account of injuries, medical conditions, death and/or damages directly and/or indirectly related to the claims set forth herein and in the Complaint, and for the express purpose of precluding forever any further additional claims, (whether known and/or unknown), against the Releasee(s), SCOTCH PLAINS FANWOOD PUBLIC SCHOOL DISTRICT, UTICA NATIONAL INSURANCE GROUP and GRAPHIC ARTS MUTUAL INSURANCE COMPANY, directly and/or indirectly arising out of the aforesaid incident, accident and/or occurrence. Releasor(s) expressly warrant, represent and/or agree that they have the sole and exclusive right and authority to execute the Agreement and General Release and do further expressly warrant, represent and/or agree that they have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations and/or causes of action referred to in this Agreement and General Release and the Complaint filed on their behalf in the matter entitled Matthew Richards v. Scotch Plains – Fanwood Public School District., bearing docket number UNN-L-3990-14.

**8. *Medicare's Interests***

In reaching agreement relative to the terms and/or conditions of this Agreement and General Release, the parties acknowledge Releasor(s)' 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 Agreement and General Release expressly warrant, represent and/or agree that this Agreement and General Release is not intended to shift to CMS the responsibility for payment of medical expenses for the treatment of injuries and/or damages directly and/or indirectly related to any and all medical conditions and/or expenses associated with the injuries, medical conditions and/or treatment of Releasor(s). The parties expressly warrant, represent and/or agree that this settlement is intended to provide Releasor(s) with a lump sum which will forever foreclose Releasee(s) responsibility for future payments of any and all injuries, medical conditions and/or directly and/or indirectly related medical expenses.

**9. *Non-reimbursable Expenses***

The parties to this Agreement and General Release specifically understand that many common medical expenses are not payable or reimbursable under the Medicare and/or Medicaid Programs. These medical expenses, not covered by Medicare and/or Medicaid, but medically necessary in the ongoing treatment of the Releasor(s)' injuries and/or medical conditions and without any and/or all admissions of liability on the part of the Releasee(s), have been taken into consideration in the calculation and settlement of Releasor(s)' future medical expenses whether known and/or unknown. Funds for these non-Medicare and/or non-Medicaid covered medical expenses have been specifically included in the lump sum settlement amount set forth in Section 2 and shall not be paid from any Medicare and/or Medicaid allocation amount.

**10. *Benefit Eligibility***

Releasor(s) expressly warrant, represent, agree and/or acknowledge that any decision regarding entitlement to Social Security benefits, Medicare and/or Medicaid benefits, including the amounts and duration of payments and any and all offset reimbursement for prior medical 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/or regulations. As such, Medicare, Medicaid and/or the United States Government is not bound by any and/or all of the terms and conditions of this Agreement and General Release.

**11. *Future Benefits***

Releasor(s) expressly warrant, represent and/or agree that they have been apprised of their right to seek assistance from legal counsel of their choosing, (and have done so), or directly from the Social Security Administration and/or other government agencies regarding the impact this Agreement and General Release may have on Releasor(s)' past, current and/or future entitlement to Social Security and/or other governmental benefits. Releasor(s) expressly warrant, represent, agree and/or acknowledge that acceptance of these settlement funds may affect Releasor(s)' rights to any and/or all other governmental benefits, insurance benefits, disability benefits and/or pension benefits. Notwithstanding this possibility, Releasor(s) expressly warrant, represent, agree and/or desire to enter into this Agreement and General Release and agree to settle their injury claims and/or medical conditions according to the terms set forth in this Agreement and General Release.

**12. *Medicare Recovery Action***

Releasor(s) expressly, warrant and/or agree to hold harmless, save and indemnify Releasee(s), SCOTCH PLAINS FANWOOD PUBLIC SCHOOL DISTRICT, and UTICA NATIONAL INSURANCE GROUP and GRAPHIC ARTS MUTUAL INSURANCE COMPANY, from any and all causes of action, including, but not limited to, any and all actions by CMS and/or to recover and/or recoup Medicare and/or Medicaid benefits and/or losses of Medicare and/or Medicaid benefits, if CMS determines that the money set-aside has been spent inappropriately or for any recovery sought by Medicare and/or Medicaid for past, present, and future conditional payments. Releasor(s) agree not to use designated Medicare and/or Medicaid allocation funds to pay claims or conditional payments that may have been made by Medicare and/or Medicaid. If such a lien and/or reimbursement right is asserted, against the proceeds herein and/or against the Releasee(s) SCOTCH PLAINS FANWOOD PUBLIC SCHOOL DISTRICT and UTICA NATIONAL INSURANCE GROUP and GRAPHIC ARTS MUTUAL INSURANCE COMPANY, or any person, firm, or corporation making payment hereunder, then the undersigned expressly warrant, represent, agree and/or covenant to pay and satisfy such asserted lien and/or reimbursement rights, or to satisfy the same on a compromise basis, and to obtain in any event a release of the Releasee(s) SCOTCH PLAINS FANWOOD PUBLIC SCHOOL DISTRICT and UTICA NATIONAL INSURANCE GROUP and GRAPHIC ARTS MUTUAL INSURANCE COMPANY, or the persons, firms, or corporations, making the payment hereunder and to indemnify, save and hold harmless said parties from any costs, expenses, attorney fees, claims, actions, judgments and/or settlements resulting from the assertion and/or enforcement of such liens and/or reimbursement rights by any and/or all entities having such liens and/or reimbursement rights.

**13. *Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007 Centers for Medicaid Services Form.***

It is expressly understood and agreed that Releasor(s) shall execute and return the completed Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007 Centers for Medicaid Services Form along with the executed Agreement and General Release. The said form is annexed hereto and made a part hereof.

**14. *Health Insurance Recovery Actions***

Releasor(s) expressly, warrant and/or agree to defend, hold harmless, save and indemnify Releasee(s), SCOTCH PLAINS FANWOOD PUBLIC SCHOOL DISTRICT and UTICA NATIONAL INSURANCE GROUP and GRAPHIC ARTS MUTUAL INSURANCE COMPANY, from any and all causes of action, including, but not limited to, any and all actions by any and all health insurance companies to recover and/or recoup any and all reimbursable health insurance payments, benefits and/or losses they have paid as a direct and/or proximate result of the incidents, accidents or occurrences set forth in the Complaint filed in The Superior Court of New Jersey, Law Division, Union County, bearing Docket Number UNN-L-3990-14. If any and/or all health insurance carriers determine that any and/or all monies have been spent inappropriately and recovery is sought by any and all health insurance carriers for past, present, and/or future payments against Releasee(s) SCOTCH PLAINS FANWOOD PUBLIC SCHOOL DISTRICT and UTICA NATIONAL INSURANCE GROUP and GRAPHIC ARTS MUTUAL INSURANCE COMPANY, or any person, firm, or corporation making payment hereunder, then the undersigned expressly warrant, represent, agree and/or covenant to pay and satisfy such asserted lien or reimbursement right, or to satisfy the same on a compromise basis, and to obtain in any event a release of the Releasee(s), SCOTCH PLAINS FANWOOD PUBLIC SCHOOL DISTRICT and UTICA NATIONAL INSURANCE GROUP and GRAPHIC ARTS MUTUAL INSURANCE COMPANY, or the persons, firms, or corporations, making the payment hereunder and to indemnify, save and hold harmless said parties from any costs, expenses, attorney fees, claims, actions, judgments and/or settlements resulting from the assertion and/or enforcement of such liens and/or reimbursement rights by any and/or all entities having such liens and/or reimbursement rights.

**15. *Workers' Compensation Liens***

Releasor(s) expressly, warrant and/or agree to defend, hold harmless, save and indemnify Releasee(s), SCOTCH PLAINS FANWOOD PUBLIC SCHOOL DISTRICT and UTICA NATIONAL INSURANCE GROUP and GRAPHIC ARTS MUTUAL INSURANCE COMPANY, from any and all workers' compensation causes of action, including, but not limited to, any and all actions by any and all workers' compensation insurance companies to recover and/or recoup any and all reimbursable workers' compensation benefits and/or losses they have paid as a direct and/or proximate result of the incidents, accidents or occurrences set forth in the Complaint filed in The Superior Court of New Jersey, Law

Division, Union County, bearing Docket Number UNN-L-3990-14. If any and all workers' compensation insurance carriers determine that they are entitled to reimbursement of any and all workers' compensation payments and recovery is sought by any and all workers' compensation carriers for past, present, and/or future workers' compensation payments against Releasee(s) SCOTCH PLAINS FANWOOD PUBLIC SCHOOL DISTRICT and UTICA NATIONAL INSURANCE GROUP and GRAPHIC ARTS MUTUAL INSURANCE COMPANY, or any person, firm, or corporation making payment hereunder, then the undersigned expressly warrant, represent, agree and/or covenant to pay and satisfy such asserted lien or reimbursement right, or to satisfy the same on a compromise basis, and to obtain in any event a release of the Releasee(s), SCOTCH PLAINS FANWOOD PUBLIC SCHOOL DISTRICT and UTICA NATIONAL INSURANCE GROUP and GRAPHIC ARTS MUTUAL INSURANCE COMPANY, or the persons, firms, or corporations, making the payment hereunder and to indemnify, save and hold harmless said parties from any costs, expenses, attorney fees, claims, actions, judgments and/or settlements resulting from the assertion and/or enforcement of such liens and/or reimbursement rights by any and/or all entities having such liens and/or reimbursement rights.

**16. *Any and All Enforceable Liens***

Releasor(s) expressly, warrant and/or agree to defend, hold harmless, save and indemnify Releasee(s), SCOTCH PLAINS FANWOOD PUBLIC SCHOOL DISTRICT and UTICA NATIONAL INSURANCE GROUP and GRAPHIC ARTS MUTUAL INSURANCE COMPANY, from any and all enforceable liens including but not limited to statutory, administrative code and/or common law liens, attorneys liens, child support liens, Medicare and/or Medicaid liens and/or medical provider liens, etc... and any and all actions by any and all lien holders to recover and/or recoup any and all reimbursable liens. If any and all lien holders determine that they are entitled to reimbursement of any and all lien obligations, responsibilities and/or payments and recovery is sought by any and all lien holders for past, present, and/or future financial obligations, responsibilities and/or payments against Releasee(s), SCOTCH PLAINS FANWOOD PUBLIC SCHOOL DISTRICT and UTICA NATIONAL INSURANCE GROUP and GRAPHIC ARTS MUTUAL INSURANCE COMPANY, and/or any person, firm, or corporation making payment hereunder, then the undersigned expressly warrant, represent, agree and/or covenant to pay and satisfy such asserted lien or reimbursement rights, or to satisfy the same on a compromise basis, and to obtain in any event a release of the Releasee(s), SCOTCH PLAINS FANWOOD PUBLIC SCHOOL DISTRICT and UTICA NATIONAL INSURANCE GROUP and GRAPHIC ARTS MUTUAL INSURANCE COMPANY, or the persons, firms, or corporations, making the payment hereunder and to indemnify, save and hold harmless said parties from any costs, expenses, attorney fees, claims, actions, judgments and/or settlements resulting from the assertion and/or enforcement of such liens and/or reimbursement rights by any and/or all entities having such liens and/or reimbursement rights.

**17. *Payment of Federal and/or State Taxes***

Releasor(s) expressly warrant, represent and agree that neither their counsel, financial consultants, accountants, investment advisors and/or anyone acting in these capacities, together with the Releasee(s), SCOTCH PLAINS FANWOOD PUBLIC SCHOOL DISTRICT and UTICA NATIONAL INSURANCE GROUP and GRAPHIC ARTS MUTUAL INSURANCE COMPANY, have not made any expressed and/or implied representations concerning the federal and/or state taxability of the One Hundred Ten Thousand Dollars (\$110,000.00) paid hereunder. It is further fully understood that in the event a federal and/or state taxing entity ultimately determines that any and/or of the One Hundred Ten Thousand Dollars (\$110,000.00) paid hereunder constitutes income for which any federal and/or state taxes become and/or remain due and owing, Releasor(s) shall be fully responsible for the payment of all such taxes, penalties and/or interest on any and all taxes due to the Federal Government and/or any State Governments. If the Federal Government and/or any and all State Governments determine that they are entitled to payment of any and all taxes, interest and/or penalties on taxes due and owing from Releasor(s) for any portion of the One Hundred Ten Thousand Dollars (\$110,000.00) payment made hereunder, Releasor(s) expressly warrant, represent and/or agree to defend, save and/or hold harmless Releasee(s), SCOTCH PLAINS FANWOOD PUBLIC SCHOOL DISTRICT and UTICA NATIONAL INSURANCE GROUP and GRAPHIC ARTS MUTUAL INSURANCE COMPANY, and/or any person, firm, or corporation making payment hereunder, and the undersigned expressly warrant, represent, agree and/or covenant to pay and satisfy any and all taxes, interest and/or penalties on any and all taxes due and owing to the Federal Government and/or any State Governments, or to satisfy the same on a compromise basis, and to obtain in any event a release for the Releasee(s), SCOTCH PLAINS FANWOOD PUBLIC SCHOOL DISTRICT and UTICA NATIONAL INSURANCE GROUP and GRAPHIC ARTS MUTUAL INSURANCE COMPANY, or the persons, firms, or corporations, making the payment hereunder and to pay any costs, expenses, attorney fees, claims, actions, judgments and/or settlements resulting from the assertion and/or enforcement of any and all taxes, interest and/or penalties due and owing from the payment of the One Hundred Ten Thousand Dollars (\$110,000.00) made hereunder.

**18. *Unenforceability***

In the event that one or more of the provisions or portions of this Release is/are determined to be illegal or unenforceable, the remainder of the Release shall not be affected thereby and each remaining portion shall remain and continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

**19. *Waiver, Modification and Amendment***

No provision of this Release may be waived unless in writing and signed by any of the Parties whose rights are thereby waived. Waiver of anyone provision herein shall not be

deemed to be a waiver of any other provision herein. This Release may be modified or amended only by written agreement executed by the parties hereto.

**20. *Governing Law***

Releasor(s) expressly warrant, represent and agree that this Agreement and General Release shall be governed by, construed and/or interpreted in accordance with the laws of the State of New Jersey which includes, but is not limited to, any and all statutes, administrative codes and/or judicial decisions.

**21. *Knowing and Voluntary***

Releasor, verifies that she read and understands the provisions of this Release contained herein, that Releasor knowingly and voluntarily enters into this Release and the Release contained herein is his free and voluntary act, and that Releasor has not been coerced or threatened into signing this Release contained herein.

**22. *Who is Bound***

Releasor(s) are bound by this Agreement and General Release. Anyone who succeeds to Releasor(s) rights and responsibilities, such as their heirs, beneficiaries, successors, assigns, the executor/executrix and/or administrators/administratixes of their estate, are also expressly bound. This Agreement and General Release is made for the benefit of Releasor(s), and all who succeed to the rights and/or responsibilities of Releasor(s), such as Releasor(s)' heirs, beneficiaries, successors, assigns, the executor/executrix and/or administrators/administratixes of Releasor(s)' estate.

**23. *Civil/Criminal Prosecution and/or Penalties***

Any person who knowingly and with intent to defraud any insurance company or other person, files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, subject to criminal prosecution and civil penalties."

**24. *Signature***

I/we expressly warrant, represent and agree that they have read, understand and agreed to the terms and conditions of this Agreement and General Release. Likewise, Releasor(s) expressly warrant, represent and agree that they have consulted with counsel prior to signing this Agreement and General Release.



Witnessed or Attested by:

*Alonso Cole*

*Matthew Richards*

Matthew Richards

79 Wilons Ave, Floor 2  
Cranford, NJ 07016

Releasor's Address

STATE OF NEW JERSEY:

COUNTY OF \_\_\_\_\_ :

I CERTIFY that on this 17<sup>th</sup> day of MAY, 2016  
MATTHEW RICHARDS

~~Anilde Zamora~~ personally came before me and acknowledged under oath, to my satisfaction, that these persons:

- (a) are named in and personally signed this document; and
- (b) signed, sealed and delivered this document as their act and deed.

*Alonso Cole*  
*attorney at Law of New Jersey*

Prepared by:

*Kevin M. Eppinger*  
KEVIN M. EPPINGER  
Attorney at Law of the  
State of New Jersey

**GOLD, ALBANESE & BARLETTI, L.L.C.**  
Filing Attorney: Kevin M. Eppinger, Esq. - 019672008  
48 South Street  
Morristown, New Jersey 07960  
(973) 326-9099  
Attorneys for Defendant, Scotch Plains-Fanwood Public School District

RECORDED  
Superior Court of New Jersey

JUN 22 2015

CIVIL ASSIGNMENT  
UNION COUNTY

\_\_\_\_\_  
MATTHEW RICHARDS,

Plaintiff,

vs.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: UNION COUNTY  
DOCKET NUMBER: UNN-L-3990-14

CIVIL ACTION

SCOTCH PLAINS-FANWOOD PUBLIC  
SCHOOL DISTRICT,

Defendant.

STIPULATION OF DISMISSAL WITH  
PREJUDICE

\_\_\_\_\_  
The matter in difference in the above entitled action having been amicably adjusted by and between Plaintiff, Matthew Richards, and Defendant, Scotch Plains-Fanwood Public School District, it is hereby stipulated and agreed that same be and hereby is dismissed with prejudice.

**GOLD, ALBANESE & BARLETTI, L.L.C.**  
ATTORNEYS FOR DEFENDANT  
SCOTCH PLAINS - FANWOOD PUBLIC SCHOOL  
DISTRICT

BY \_\_\_\_\_

KEVIN M. EPPINGER, ESQ.

**HARTMANN, DOHERTY, ROSA, BERMAN  
& BULBULIA, LLC**  
ATTORNEYS FOR PLAINTIFF MATTHEW RICHARDS

BY \_\_\_\_\_

DENNIS CALO, ESQ.

DATED: \_\_\_\_\_

6/17/15

DATED: \_\_\_\_\_

6/17/15