



**NOW, THEREFORE**, in consideration of the mutual promises and agreements set forth herein, the parties agree as follows:

1. Dismissal of Claims. Plaintiffs shall dismiss, with prejudice, in their entirety, any and all claims against the Defendant and/or any past or present official, elected official, officer, employee, department, agent, servant, attorney, or other representatives of the Defendant, individually and in their official capacities, jointly and severally, asserted by Plaintiffs in the Lawsuit.

2. Release and Discharge. Plaintiffs agree that this Agreement shall constitute a full and final release and discharge (the "Release") of any and all claims, rights or causes of action, whether known or unknown, Plaintiffs may have against the Defendant, including any past or present officer, elected official, attorney or employee of Defendant, and any of the Defendant's agents, employees or servants, individually or in their joint official capacity, and any of Defendant's insurers and their parent, subsidiaries, agents, servants, or representatives (individually and collectively the "Releasees"). The Release shall apply to any and all claims, rights, demands, causes of action, obligations, damages, expenses, compensation, or action, in any forum, of any kind, nature, character or description that Plaintiffs had or could have raised against Releasees, including those Plaintiffs may not be aware of and those not mentioned in this Agreement including, but not limited to, any and all claims arising from or relating in any way to Plaintiffs' employment with the Defendant, and/or participation in and/or the termination thereof, any employee benefits, compensation or other terms of employment, arising from or relating in any way to the claims that were or could have been brought in the matter now pending in the Lawsuit. The Release includes, but is not limited to, any claim, demand, cause of action, obligation, damage, complaint, expense, compensation,

or action of any kind, nature, character, or description, whatsoever, arising out of or under any Federal, State, or municipal statute, ordinance or other law (whether common law, decisional law, or statute), rule, regulation, contract, collective bargaining agreement, executive order, or policy, including but not limited to any claim for attorneys' fees and costs; any claim in tort, such as failure to promote, retaliatory failure to hire, failure to accommodate, constructive discharge, violation of public policy, for emotional distress, defamation, slander, libel or false imprisonment; in contract, whether express or implied; under any Defendant's policy, procedure or benefit plan; for attorney's fees, back pay or front pay or unpaid wages of any kind; and under any federal, state or local law or ordinance, including, but not limited to, the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 621 et seq. ("ADEA"); Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et seq. ("Title VII"); the Reconstruction Era Civil Rights Act, as amended, 42 U.S.C. 1981 et seq. ("Civil Rights Act"); the Civil Rights Act of 1991, as amended 42 U.S.C. 1981 et seq. ("CRA of 1991"); the Older Workers Benefit Protection Act, 29 U.S.C. 621-634, ("OWBPA"); the Americans With Disabilities Act, 42 U.S. Code §§ 12101 -12213, ("ADA"); Employee Retirement Security Act of 1974, 29 U.S. Code Chapter 18 ("ERISA"); the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq. ("LAD"); the New Jersey Family Leave Act, N.J.S.A. 34:11B-1 et seq. ("FLA"); the federal Family Medical Leave Act, 29 U.S.C. sec. 2601; 29 CFR 825 ("FMLA"); the New Jersey Conscientious Employee Protection Act, N.J.S.A. 34:19-1 et seq. ("CEPA"); the Pregnancy Discrimination Act, Workers' Adjustment and Retraining Notification Act 29 U.S.C. 2101 et seq. ("WARN"); the Smoking Rights Law N.J.S.A. 34:6B-1 et seq. ("SRL"); the New Jersey Civil Rights Act, N.J.S.A. 10:6-1 et seq. ("NJCRA"), New Jersey Wage and Hour Law;

N.J.S.A. 34:11-56a, et. seq. (“NJWHL”) and New Jersey Equal Pay Act, N.J.S.A. 34:11-56-1 et seq. (“NJEPA”); and for harassment, discrimination and retaliation of any kind, or any other possible cause of action arising under any and all other federal, state or local statutes, laws, legal decision, rules and regulations pertaining to employment, as of and prior to the date hereof, as well as any and all claims under state and federal law as of and prior to the date hereof; and any other Federal, State or local laws, regulations or ordinances, contract, collective bargaining agreement; and any other duty or obligation of any kind or description or for attorneys’ fees or costs, including, but not limited to any claim under N.J.S.A. 40A:14-155 and any claim for salary or benefits, including, but not limited to any claim under N.J.S.A. 40A:14-149.2 or N.J.S.A. 40A:14-200, et seq. (“Claims”).

3. Lump Sum Payment and Settlement Terms.

A. Within thirty (30) days of: (a) the full execution of this Agreement by an authorized agent of Defendant, (b) receipt by Defendant’s counsel of a fully executed Stipulation of Dismissal with Prejudice by all parties to the Lawsuit, and (c), ratification of this Agreement by formal resolution of the governing body of Defendant and delivery of same to the Defendant’s attorney, Plaintiffs shall be paid the sum of One-Hundred Seventy-Five Thousand and 00/100 (\$175,000.00) Dollars (the “Settlement Payment”) as compensation for and in full satisfaction of all Claims, legal fees and costs of suit associated with the Lawsuit and there shall be no other payment as a result of the dismissal of any and all Claims nor for the Release. The Settlement Payment shall be disbursed in one (1) check made payable to the Trust Account of Theodore Campbell, Esq. in trust for M and S Crystian.

B. Warranty of Capacity to Execute Agreement. Plaintiffs represent and warrant that no other person or entity has any interest in the Claims, or in any other demands, obligations,

or causes of action referred to in this Agreement, and that Plaintiffs have the sole right and exclusive authority to execute this Agreement and receive the benefits specified. Plaintiffs further represent that each has not sold, assigned, transferred, conveyed or otherwise disposed of any of the Claims, or any other demands, obligations or causes of action referred to in this Agreement.

4. Entire Agreement; Contingencies. This Agreement contains the entire agreement between Plaintiffs and Defendant concerning the matters set forth in this document, and shall be binding upon and inure to the benefit of the parent entity, executors, administrators, personal representatives, heirs, successors and assigns of each.

5. Representation of Comprehension of Document. In executing this Agreement, Plaintiffs represent that each has relied upon the legal advice of their attorney, who is the attorney of their own choice, that Plaintiffs have had the full opportunity to review this Agreement with their attorney, and that the terms of this Agreement have been completely read and explained by their attorney, and that those terms are fully understood and voluntarily accepted.

6. No Admission of Liability. It is agreed that in settling this matter, that the Defendant, together with its present and past officials, employees, representatives, servants, and agents, are not admitting to any liability or wrongdoing in any fashion and that Plaintiffs shall not be deemed a prevailing party for any purpose.

7. Tax Implication. Defendant, its officers, employees, agents, servants, and representatives, make no representation as to the tax consequences or liability arising from any payment made under this Agreement. Moreover, Plaintiffs understand that any tax consequence and/or liability arising from payment to each in accordance with this Agreement

shall be Plaintiffs' sole responsibility and obligation and neither the Defendant, nor its officers, employees or representatives nor its insurers nor their agents, servants or representatives shall be held liable for any payment of any taxes on Plaintiffs' behalf. Plaintiffs agree that each will pay any and all income tax that may be determined to be due in connection with the payment described above. Since Plaintiffs agree that each is solely responsible for the payment of taxes on any settlement money received under this Agreement, should the Internal Revenue Service, any State or any other taxing agency or tribunal require Defendant or its insurers to pay any taxes, fines, penalties, interest or any other cost related to taxes on behalf of Plaintiffs with regard to the payment received under this Agreement, Plaintiffs agree to indemnify or reimburse Defendant and its insurers and each of its agents, servants or representatives for any taxes Plaintiffs are required to pay.

8. Liens.

A. Each Plaintiff hereby represents, warrants and certifies that no Medicaid or Medicare payments have been made to them or paid on their behalf and that no lien, claim, demand, subrogated interest or cause of action of any nature or character exists or have been asserted arising from or related to any matters released in this Agreement. Each Plaintiff further agrees that they, not Releasees, shall be responsible for satisfying any and all such liens, claims, demands, subrogated interests, or causes of action that exist or have been asserted or that may in the future exist or be asserted. If any liens do presently exist, they will be paid in full, compromised or satisfied and released by Plaintiffs prior to receiving payment. If a lien exists or exists in the future which is not satisfied as required by this Agreement, and a claim is made by anyone to enforce

that lien, each Plaintiff agrees that they will pay that lien in full. This representation is intended to include all liens, including, but not limited to, attorneys' liens, medical provider liens, Medicare and Medicaid liens, workers' compensation liens, all statutory or common law liens, and judgment liens. Each Plaintiff agrees to indemnify and hold Defendant and its insurers and each of its agents, servants, representatives, harmless in connection with any claim made by reason of liens against or tax obligations associated with the Settlement Proceeds. If a claim is hereafter made against Defendant or its insurers or each of their agents, servants, representatives, by anyone seeking payment of the liens, Plaintiffs will indemnify and hold Defendant and its insurers and each of their agents, servants, representatives, harmless for any such liens and/or defending against such a claim, including, but not limited to, attorneys' fees, costs of suit, and interest. This representation and obligations on the part of the Plaintiffs shall survive this Agreement.

9. Non-Disparagement. Each Plaintiff agrees that, unless required by legal process or applicable law, each will not say anything to any person or entity that disparages or defames Defendant, or any of its officers or employees. Defendant [including anyone acting in an official capacity on the Defendant's behalf] agrees that, unless required by legal process or applicable law, it will not say anything to any person or entity that disparages or defames Plaintiffs.

10. Confidentiality. Each Plaintiff agrees that:

A. Except as otherwise required by law, each Plaintiff agrees to keep the terms of this Agreement confidential and each shall not disclose any such information to any third party (as set forth in (C) below).

B. The facts, amounts, circumstances and documents underlying this resolution shall not be admissible in any litigation or proceeding in any forum for any purpose other than to secure enforcement of the terms and conditions of this Agreement.

C. Plaintiffs shall not disclose to any third party (other than tax advisors, retained counsel and immediate family (“Representatives”)) any details regarding the facts surrounding the allegations and denials of allegations in this matter, negotiations of this settlement, the settlement of this matter or the terms of this Agreement, and that any such third party to whom disclosure is permitted shall likewise be bound to non-disclosure. Neither Plaintiffs nor their Representatives shall communicate with the media, members of the media or any other non-party regarding this litigation or the fact that a settlement has been reached. In response to any inquiries by third parties, Plaintiffs and their Representatives may not state anything more than “the matter has been resolved.” Plaintiffs represents that each has not violated this provision as of the date of execution of this Agreement.

D. Notwithstanding the above, it is recognized that Defendant may be required to duly adopt a resolution to approve the material terms of the settlement or provide a copy of this Agreement pursuant to the provisions of the



New Jersey Open Public Records Act or some other law or statute, and that such action or disclosure shall not eliminate or alter the terms, conditions and obligations of the Plaintiffs set forth in subsections A-C above.

E. Notwithstanding the above, it is recognized that Plaintiffs may be required to obtain approval from the Bankruptcy Court to approve the material terms of the settlement and that such action or disclosure shall not eliminate or alter the terms, conditions and obligations of the Plaintiffs set forth in subsections A-C above.

F. **As provided by P.L. 2019, c. 39, to the extent that this or any other provision in this Agreement is intended to keep the settlement of this litigation and the underlying facts confidential, it shall be unenforceable against Defendant if Plaintiffs reveal sufficient details of the claim so that the Defendant is reasonably identifiable.**

11. Waiver of Future Employment. Plaintiff hereby acknowledges and agrees that her employment relationship with the Defendant has ended and, in exchange for the payments made herein, hereby covenants that she will not seek future employment with the Defendant and waives any future right or entitlement to be reemployed by the Defendant and acknowledges that neither the Defendant, nor any of its officers, public officials, administrators and/or directors shall have any obligation to hire and/or employ her in the future.

12. Enforcement of Agreement. Each Plaintiff agrees and covenants, as a condition of Defendant's performance of its obligations under this Agreement, that any violation of the nondisclosure obligations set forth in this Agreement, including, but not limited to,

disclosure by counsel, tax advisors or family members, may cause irreparable harm to Defendant which shall entitle it to seek monetary damages, and whatever other remedies are available to them, including, but not limited to injunctive relief and return of the Settlement Proceeds and for breach of the nondisclosure obligations set forth herein.

13. Stipulation of Dismissal. The parties agree that only the Stipulation of Dismissal with Prejudice, and not this Agreement, will be filed with the Court.

14. Other Actions or Claims. Plaintiffs represents that each has not personally filed any action or claim against any the Defendant other than the Complaint referred to in Paragraph 2 hereof.

15. Indemnification. In the event Plaintiffs recover any monies from any person who thereafter seeks indemnification from Defendant, its officers, agents, servants, representatives, elected officials, employees, attorneys or its insurers, arising from claims identical herein, Plaintiffs shall indemnify and hold Defendant, its officers and its insurers and each of their employees, agents, servants, and representatives, harmless for defending against these claims, including, but not limited to, attorneys' fees, and costs of suit, judgment or settlement.

16. Modification. This Agreement may not be modified except by an agreement in writing executed by the parties hereto.

18. Governing Law. This Agreement shall be governed in all respects, including validity, interpretation, and effect by the laws of the State of New Jersey without giving effect to the conflicts of laws principle thereof.

19. Revocation. Plaintiffs may revoke this Agreement within seven (7) days after the date this Agreement is signed. This revocation must take the form of written notice by Plaintiffs that they intend to revoke this Agreement. This revocation must be provided directly

to Defendant, c/o Micci J. Weiss, Esq., Cleary Giacobbe Alfieri Jacobs, LLC, 955 State Route 34, Matawan, New Jersey 07747. Each Plaintiff may not waive this seven (7) day revocation period.

20. Date of Agreement. This Agreement shall be dated as of the date it is last signed by any of the parties to the Agreement, which date shall be incorporated on the face page.

21. Representation by Plaintiffs. I, MEMONE CRYSTIAN and SIMMEE CRYSTIAN HEREBY SIGN THIS AGREEMENT IN ORDER TO AGREE TO THE DISMISSAL OF CLAIMS, WITH PREJUDICE, AND RELEASE, WAIVE AND DISCHARGE PROVISIONS AS THEY MAY APPLY, AS SET FORTH IN THIS SETTLEMENT AGREEMENT, GENERAL RELEASE AND WAIVER, IT BEING MY INTENTION TO RELEASE AND DISCHARGE ANY AND ALL CLAIMS I MAY HAVE IN AND TO THE MATTERS IN DISPUTE WHICH ARE REFERENCED IN THE AGREEMENT.

**Remainder of Page left intentionally blank**

22. Reasonable Period of Time. Plaintiffs agrees that each has been given a

reasonable period of time of at least twenty-one (21) days within which to review and consider this Agreement prior to executing this Agreement, but that he MAY WAIVE THIS TWENTY-ONE (21) DAY PERIOD BY SIGNING IN THE SPACE PROVIDED HERE:

*Memone Crystian*  
MEMONE CRYSTIAN

*[Signature]*  
SIMMEE CRYSTIAN

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of

the date first written above.

*Memone Crystian*  
MEMONE CRYSTIAN

Dated: 2/5, 2020

*[Signature]*  
SIMMEE CRYSTIAN

Dated: 2/5, 2020

*[Signature]*  
Witness THEODORE CAMPBELL ESQ

Dated: 2/5, 2020

*[Signature]*  
Witness THEODORE CAMPBELL ESQ

Dated: 2/5, 2020

Borough of Red Bank

By: \_\_\_\_\_

Dated: \_\_\_\_\_, 2020

Witness \_\_\_\_\_

Dated: \_\_\_\_\_, 2020