

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (hereinafter referred to as the "Agreement") is entered into this 13 day of November 2017, by and between plaintiff, Ravon Anderson (hereinafter referred to as "Plaintiff" or "Releasor") and the Hoboken Housing Authority, and the employees, agents, representatives and principals of this entity (hereinafter collectively referred to as "Defendant" or "Releasees"). Plaintiff and Defendant, as defined herein, may also be referred to collectively as the "Parties."

RECITALS

WHEREAS, Plaintiff commenced a lawsuit against Defendant in the Superior Court of New Jersey, Hudson County, bearing Docket No. HUD-L-328-17 (hereinafter referred to as the "Action"); and,

WHEREAS, the Parties desire that the Action and all disputes and claims between them shall be immediately settled, finally compromised, terminated, and dismissed with prejudice unless noted otherwise, and that they be spared the time and expense of further litigation and costs between them.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the Parties agree as follows:

1. Following approvals of settlement by the Board of Commissioners of the Hoboken Housing Authority and U.S. Department of Housing and Urban Development, within thirty (30) days of receipt of all appropriate executed closing documents by the insurance carrier, including fully executed copies of this Agreement and the Stipulation of Dismissal referenced in Paragraph 3, Defendant shall deliver to Plaintiff a settlement check in the amount of One Hundred and Twenty-Five Thousand Dollars (\$125,000.00) (hereinafter referred to as the "Settlement Funds"), which shall be made payable to Miller, Meyerson & Corbo, Counsellors at Law. No deductions or withholdings shall be made from the Settlement.

Funds. Releasor has full and complete responsibility for any taxes, penalties or assessments of any kind which may become due in connection with any payment under this Agreement. Releasor further agrees to accept full, complete, sole and entire responsibility for any tax liability, interest or penalty that may be assessed or incurred by the Hoboken Housing Authority Defendant as a result of not withholding taxes on the monies paid pursuant to this Agreement and Releasor agrees to indemnify the Hoboken Housing Authority an amount equal to such tax liability, interest or penalty. Releasor further agrees and understands that the Hoboken Housing Authority has made no representations regarding the tax treatment of the sum paid pursuant to this Agreement, and Releasor further agrees to hold the Hoboken Housing Authority harmless for any such tax liability, interest or penalty. The settlement funds may be payable in part to CMS and/or its contractors, in satisfaction of the final Medicare lien relative to this litigation, if any. The Settlement Funds shall represent the Defendant's total and only payment to Plaintiff and his attorneys in connection with the Action and for any other consideration provided to Defendant and Releasees by Plaintiff.

2. As partial consideration for the settlement payment to be made by Defendant, and as an express condition for this Agreement, Plaintiff hereby expressly represents that he has not assigned or transferred, and covenants that he will not assign or otherwise transfer: (a) any claims he has or may have against Defendant and his agents, representatives, and employees; and (b) any rights that he may have to assert claims against Defendant and their agents, representatives, and employees.
3. As partial consideration for the settlement payment to be made by Defendant, and in connection with this Agreement, Plaintiff: (a) shall provide Defendant with a duly executed Stipulation of Dismissal with Prejudice ("Stipulation"); and (b) covenants and agrees that for himself, his heirs, attorneys, representatives, successors and assigns, and the heirs,

attorneys, representatives, successors and assigns of Releasers, he will forever refrain from instituting, maintaining, filing, pressing, collecting, or in any way aiding or proceeding upon, and hereby releases and forever discharges Defendant and its prior and current agents, representatives, elected officials, insurers, and employees and their respective successors and assigns from and against any and all actions, causes of action, suits, rights, debts, sums of money, attorneys' fees, costs, accounts, covenants, controversies, agreements, promises, damages, claims, grievances, arbitrations, or demands whatsoever, whether known or unknown, accrued or unaccrued, liquidated or contingent, direct or indirect that Plaintiff now has, or had from the beginning of the world until the date Plaintiff executes this signed Agreement including, but not limited to: (1) claims under the New Jersey Law Against Discrimination ("NJ LAD"); (2) claims under N.J.S.A. 11A:2:13; (3) claims under the New Jersey Civil Rights Act; (4) claims under the New Jersey Constitution; (5) all wrongful discharge claims (including claims based on breach of contract or implied contract, breach of the covenant of good faith and fair dealing, constructive discharge or violation of public policy); (6) claims under the Civil Rights Act of 1964, 42 U.S.C. § 2000, as amended; (7) claims under the Civil Rights Act of 1866; (8) claims under the Americans With Disabilities Act; (9) claims under the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq.; (10) claims under the Employee Retirement Income Security Act of 1974; (11) claims under the Older Workers Benefit Protection Act of 1990; (12) claims under the New Jersey Conscientious Employee Protection Act; (13) claims under the Family and Medical Leave Act, 29 U.S.C. § 2601 et seq.; (14) claims under the Fair Labor Standards Act of 1938, 29 U.S.C. § 201 et seq.; (15) claims under the New Jersey State Constitution or the United States Constitution; (16) claims under workers' compensation law or unemployment law(s); (17) any events that Plaintiff alleged in the

Action or in discovery in the Action; (18) any loss, damage, or claim associated with the injuries and/or damages sustained by Plaintiff as set forth in the Action; (19) any public policy, contract, tort or common law claim; (20) any demand for punitive or exemplary damages, past, current or future health care costs, or for civil or criminal fines or forfeitures; (21) any demand for costs or litigation expenses including, but not limited to, attorneys' fees; and (22) claims under any other federal or state statute, common law, or decisional law, as well as claims for harassment, discrimination, disparate treatment, retaliation, negligent and/or intentional infliction of emotional distress, assault, battery, negligence, recklessness, for alleged interference in any contract, economic opportunity or prospective economic advantage, or for alleged violation of any federal, state or local law, regulation, ordinance or common-law duty relating to, arising out of, or having any bearing whatsoever on Plaintiff's former employment by the Hoboken Housing Authority, including Plaintiff's separation therefrom. This list is not intended to be exclusive and Releasor's intent to discharge Releasees from any other statutory or common law cause of action of every kind and description. The Parties intend that this Agreement shall discharge Releasees to the maximum extent permitted by law as discussed herein.

4. Releasor warrants and represents that the Federal Government, Medicare, Medicaid, insurance companies, physicians, health care institutions, or other health care providers who have or may have bills, claims, liens, subrogation rights, or other causes of action as a result of the care or treatment provided have been notified of this settlement and that, if applicable, the Secondary Payer Mandatory Reporting Provisions in Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 have been complied with. Releasor further warrants and represents that all such claims or liens, if any, have or will be satisfied from the sums received pursuant hereto in a timely fashion.

5. It is further agreed and understood that the Releasor will be responsible for all taxes due and any and all existing or future liens and claims related to this matter, including but not limited to, liens and claims set forth by the Federal Government, Medicare, Medicaid, Worker's Compensation or other insurance companies, physicians, or health care institutions. Said liens and claims shall be paid in a timely fashion in conjunction with the distribution of any funds to Plaintiff or any other individual. To the extent any such liens or claims may be asserted against the Releasees, Releasor shall be responsible for satisfying or paying all liens and claims, and shall protect, defend, indemnify, and hold harmless the Releasees from any valid claims or demands by any person, firm, or corporation for bills and expenses related to the incident giving rise to this claim, including, but not limited to, the Federal Government, Medicare, Medicaid, Worker's Compensation or other insurance companies, physicians, health care institutions, and any attorneys previously employed by the undersigned.
6. As further consideration for the payment of the settlement funds noted above by the Parties released hereby, Releasor agrees to indemnify and hold harmless the Releasees from and against any and all liens or claims of any nature whatsoever arising in any respect out of this incident, including but not limited to any claims, liens or subrogated interests arising out of medical treatment, nursing care, therapy or other services of any nature whatsoever. Releasor also agrees to indemnify the Releasees from any and all liens for services provided by other professionals, including but not limited to any attorneys who may claim a right to fees, costs or other compensation. The undersigned waives and releases all rights to any claim or cause of action for court costs, attorneys' fees, interest, punitive damages or any other rights as against the Releasees herein.

7. Plaintiff affirms that as of the date Plaintiff signs this Agreement, there are no Medicaid liens or claims arising out of this incident. Plaintiff further affirms that he is not Medicare eligible (i.e. is not 65 years of age or older, is not suffering from end stage renal failure; has not received Social Security Disability benefits for 24 months or longer, etc.). Nonetheless, if the Centers for Medicare & Medicaid Services (CMS) (this term includes any related agency representing Medicare/Medicaid's interest), pursuant to Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007, determines that Medicare and/or Medicaid has an interest in the payment to Plaintiff under this settlement, Plaintiff agrees to indemnify, defend and hold Released Parties harmless from any action by CMS relating to medical expenses of Plaintiff. Plaintiff agrees to reasonably cooperate with Released Parties upon request with respect to any claim that CMS may make and for which Plaintiff is required to indemnify Released Parties under this paragraph. Further, Plaintiff agrees to waive any and all future actions against Released Parties for any private cause of action for damages pursuant to 42 U.S.C. § 1395y(b)(3)(A).
8. Except for the covenants and promises provided herein, the Parties covenant that they will not commence, prosecute, or cause to be commenced or prosecuted against the other party, any action or other proceedings based upon any claims, demands, allegations, causes of action, obligations, damages, or liabilities which are being released by this Agreement, nor will either party seek to challenge the validity of this Agreement except as provided herein.
9. The Parties hereby agree to keep the settlement of this litigation and other terms of this Agreement confidential, except as may be required by law, and except as appropriate to consult with attorneys, financial advisors, and immediate family members. If asked about the litigation, each party will respond that the matter has been amicably resolved.

10. The Parties agree that they will not disparage any party to third persons. Should inquiry be made by third persons of the Hoboken Housing Authority as to Releasor's employment, the inquiry will be responded to by providing only the dates of Plaintiff's employment with the Hoboken Housing Authority and his salary while so employed. The Hoboken Housing Authority will provide no other information about Plaintiff or his personnel file. Plaintiff's personnel file will be sealed and will not be opened except on the express written approval of the then existing Executive Director of the Housing Authority.
11. The Parties acknowledge that this Agreement has been executed in connection with the compromise and settlement of disputed claims, and that this Agreement and the actions taken pursuant thereto do not constitute an acknowledgement, admission, or concession on the part of any party to the Action regarding liability for any matter alleged in the Action, or precedent upon which a liability may be asserted, and that this settlement is not to be construed as an admission of liability on the part of Defendant or Releasees, by whom liability is expressly denied. In addition, Releasor does not admit that his termination was proper or for cause. Releasor further agrees that he will not ever in the future apply for employment with the Hoboken Housing Authority. Should Releasor apply for employment with the Hoboken Housing Authority, Releasor acknowledges that a rejection of his application or inquiry will not constitute unlawful retaliation or a violation of law.
12. The Parties acknowledge that they have been advised by their respective legal counsel in connection with the execution of this Agreement, that this Paragraph constitutes written notice to them of their right to be advised by legal counsel in connection with this Agreement, and that they understand their respective rights and obligations. The Parties declare, under penalty of perjury, that they have completely read this Agreement, fully understand its terms and contents, and freely, voluntarily, and without coercion enter into

this Agreement. Further, the Parties agree and acknowledge that the waiver or release by them of their rights under any federal, state, or local law pursuant to this Agreement is knowing and voluntary, and that it shall be a breach of this Agreement to institute any action or to recover any damages which would be in conflict with or contrary to this acknowledgement.

13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all counterparts so executed shall constitute one agreement binding on all of the parties hereto, notwithstanding that all of the parties are signatory to the same counterpart.
14. If, any provision of this Agreement shall be held by any court or tribunal of competent jurisdiction to be illegal, void, or unenforceable, such provision shall be of no force and effect. The illegality or unenforceability of such provision, however shall have no effect upon, and shall not impair the enforceability of, any other provision of this Agreement.
15. This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed, and it completely supersedes any prior written or oral agreements or representations concerning the subject matter hereof. Any oral representation or modification concerning this Agreement shall be of no force or effect.
16. This Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any of the Parties. Unless the context indicates otherwise, the term "or" shall be deemed to include the term "and" and the singular or plural number shall be deemed to include the other. Any paragraph or section heading used in this Agreement is intended solely for convenience of reference and shall not be used in interpretation of the Agreement. If it is determined by any court of competent jurisdiction that any provision hereof is invalid, the remaining provisions shall remain in full force and effect.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

18. This Agreement has been signed by Plaintiff and a representative of Defendant on the dates shown next to their respective signatures below, and the persons signing this Agreement have the authority to bind the Parties thereto.

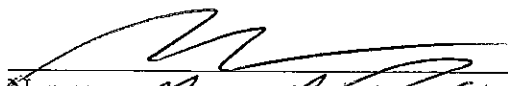
IN WITNESS WHEREOF, the Parties knowingly and voluntarily executed this Settlement Agreement and General Release.

Dated: 11/13/2017


RAVON ANDERSON

HOBOKEN HOUSING AUTHORITY

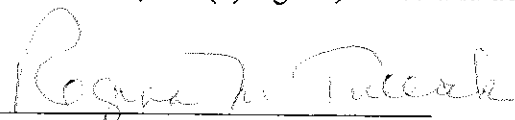
Dated: 11/28/2017


Name: Marc A. Recco
Title: Executive Director

STATE OF New Jersey)

COUNTY OF Hudson)

I certify that on 11/13/2017, RAVON ANDERSON, personally came before me and acknowledged under oath, to my satisfaction, that this person: (a) is named in and personally signed this document; and (b) signed, sealed and delivered this document as his act and deed.


Notary Public

REGINA M. TULLOCK
A Notary Public of New Jersey
My Commission Expires 11/27/2020

Debra M. McGarvey, Esq. – ID#001802007
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Rutherford, New Jersey 07070
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RAVON ANDERSON,

Plaintiff(s)

vs.

**THE HOBOKEN HOUSING
AUTHORITY,**

Defendant(s).

**SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: HUDSON COUNTY**

DOCKET NO. HUD-L-328-17

CIVIL ACTION

**STIPULATION OF DISMISSAL
WITH PREJUDICE**

THIS MATTER having been amicably resolved by and between the parties, it is hereby stipulated by and between the parties that same be and is hereby dismissed, with prejudice, and without costs against either party.

MILLER, MEYERSON & CORBO LLC
Attorneys for Plaintiff

KEENAN & DORIS, LLC
Attorneys for Defendant,
Hoboken Housing Authority

By: 
Harriet Heuer Miller, Esq.

By: 
Debra M. McGarvey, Esq.

Dated: 11/8/17

Dated: 12/15/17