

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (hereinafter referred to as "Agreement") made this 25TH day of May, 2017, by and between the New Jersey Intergovernmental Insurance Fund ("NJIF"), with offices located at NJIF c/o Eric J. Nemeth, General Counsel, Eric J. Nemeth, P.C., 55 Madison Avenue, Suite 400, Morristown, New Jersey 07960 on behalf of the Borough of Roselle Park, a municipal corporation of the State of New Jersey, with offices located at 110 East Westfield Avenue Roselle Park, New Jersey 07204 and Mayor Carl Hokanson (hereinafter jointly referred to as the "Defendants") and The American Humanist Association with offices located at 1777 T. Street N.W, Washington, DC 20009 and Gregory Storey and Charlene Storey residing at 318 Pershing Avenue, Roselle Park, New Jersey (hereinafter collectively referred to herein as "Plaintiffs").

WITNESSETH

WHEREAS, Plaintiffs filed suit against the Defendants in an action venued in District Court for the District of New Jersey Docket No.: 2:16-CV-06153 and with the caption *American Humanist Association; Gregory Storey; Charlene Storey v. Borough of Roselle Park; and Carl Hokanson, in his official capacity as Mayor of the Borough of Roselle Park* (hereinafter referred to as the "Lawsuit"); and

WHEREAS, The Lawsuit includes various allegations against Defendants regarding erection of a Cross Display at the Veterans Library; and

WHEREAS, Defendants are provided with insurance coverage through the NJIF; and

WHEREAS, the NJIF, on behalf of its insureds, and Plaintiffs (jointly referred to herein as the "Parties" and individually as a "Party") have reached agreement on the resolution of Plaintiffs' claims against Defendants and desire and intend to memorialize the settlement by execution of this Agreement.

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

1. **Release and Discharge**. As partial consideration for payment of the "Settlement Sum" and "Defendants' Covenants" (as those terms are defined in Paragraph 3 and 9

respectively in this Agreement), Plaintiffs, for themselves and on behalf of their successors, members, chapters, officers, shareholders, affiliates, stakeholders, heirs, beneficiaries, agents, estates and assigns (individually and collectively referred to herein as "Releasors") hereby fully and forever releases, remits, acquits, remises and discharges (the "Release") each of the Defendants and the NJIIF, as well as the Defendants' and the NJIIF's past and present officials, agents, attorneys, commissioners, departments, volunteers, officers and employees (for individuals, said Release runs to them in their official and personal capacities), and all of their respective heirs, estates, successors and assigns (hereinafter, individually and collectively referred to as "Releasees"), jointly and individually, from any and all liabilities, claims, causes of action, charges, appeals, complaints, obligations, costs, losses, damages, injuries, attorneys' fees and other legal responsibilities of any form or kind whatsoever based upon or arising out of the facts alleged or raised in the Lawsuit, whether vested or contingent, which Releasors have or may have against Releasees from the beginning of time through the date of this Agreement, including without limitation, any claims in law, equity, contract, tort, public policy, any claims or causes of action for breach of contract, negligence, excessive force, malicious prosecution, wrongful arrest, conspiracy, negligent hiring, negligent training, failure to intervene, unlawful custom or practice, civil rights violations, retaliation, harassment and/or discrimination based upon, among other things, disability, handicap, sex, age or race, negligent or intentional infliction of emotional distress, defamation, any claims arising under the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 6, et seq. ("ADEA"); the Establishment Clause under the First Amendment to the U.S. Constitution; Title VII of the Civil Rights Act of 1964, as amended 42 U.S.C. §§ 2000e, et seq., ("Title VII"); the Reconstruction Era Civil Rights Act, as amended, 42 U.S.C. §§ 1981, § 1983, et seq. ("Civil Rights Act"); the Civil Rights Act of 1991, as amended, 42 U.S.C. § 1981a, et seq. ("CRA of 1991"); the Americans with Disabilities Act, 42 U.S.C. §§ 12101, et seq. ("ADA"); the Whistleblower Protection Statutes, 10 U.S.C. § 2409, 12 U.S.C. § 1831j, 31 U.S.C. § 5328, 41 U.S.C. § 265, (collectively as "WPS"); the New Jersey Civil Rights Act, N.J.S.A. 10:6-1, et seq.; the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, et seq. ("LAD"), the New Jersey Conscientious Employee Protection Act, N.J.S.A. 34:19-1, et seq. ("CEPA"); New Jersey Worker Freedom from Intimidation Act, N.J.S.A. 34:19-9 et seq. the Uniformed Services Employment and Reemployment Rights Act, the United States Constitution, the New Jersey Constitution, or any other federal, state or local

statute, ordinance, rule, decision or law, whether such claims are known or unknown, unforeseen, latent, unanticipated, unsuspected or latent, and any claims which were raised or could have been raised prior to the date of this Agreement, (all of the foregoing being individually and collectively referred to herein as "Claims"). For purposes of this Agreement, Claims shall also be construed to include all rights, obligations or liens for payment of court costs, interest and legal fees in any way associated with the Lawsuit.

3. **Lump Sum Payment and Employment Benefits.** Within thirty (30) days following delivery to counsel for the NJIIF by Plaintiffs of (a) a fully executed copy of this Agreement, (b) a W9 for Plaintiff's attorneys, and (c) a fully executed stipulation of dismissal in the form attached as Exhibit A hereto, the NJIIF will pay Plaintiffs' attorneys the amount of Fourteen Thousand Nine Hundred Fifty dollars \$14,950 (the "Settlement Sum") in full payment of all damages, legal fees and costs associated with the Lawsuit. Plaintiffs acknowledge and agree that they shall receive no other payment, compensation or consideration from NJIIF or any other Releasee as a result of this Release other than the Settlement Sum and Defendants' Covenants.

The Settlement Sum due under this Paragraph shall be issued in a check made payable to "Paul Grosswald, Esq." and same shall be mailed to:

Paul Grosswald, Esq.
Attorney-at-Law
13 Irving Place, Suite 1
Summit, NJ 07901

4. **Warranty of Capacity To Execute Agreement.** Plaintiffs represent and warrant that they have the sole right and exclusive authority to execute this Agreement and receive the benefits specified herein. Plaintiffs further represents that they have not sold, assigned, transferred, conveyed or otherwise disposed of any of the Claims referred to in this Agreement.

5. **Entire Agreement.** This Agreement contains the entire agreement among the Parties concerning the matters set forth in this document, and same shall be binding upon each Releasor as if each had executed this Agreement. The Agreement shall also inure to the benefit of each Releasee, each of whom shall be authorized to enforce its provisions as if they were a signatory hereto.

6. **Representation of Comprehension of Document.** In executing this Agreement, Plaintiffs represents that they have relied upon the legal advice of his attorney who is the attorney of his own choice, that each has had the full opportunity to review this Agreement with his/her attorney, that the terms of this Agreement have been completely read and explained by hi/her attorney, and that those terms are fully understood and voluntarily accepted by each of them.

7. **Tax Implication.** NJIIF makes no representations as to the tax consequences or liability arising from any consideration, including but not limited to the Settlement Sum, made under this Agreement. Moreover, any tax consequences and/or liability arising from the consideration provided to Plaintiffs in accordance with this Agreement shall be Plaintiffs' sole responsibility and obligation, and that neither the NJIIF, Roselle Park nor any Releasee shall be held liable for any payment of any taxes or penalties 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 of the Settlement Sum. Should the Internal Revenue Service, any State or any other taxing agency or tribunal require Defendants to pay any taxes, fines, penalties, interest or any other cost related to taxes on behalf of Plaintiffs with regard to the payment of the Settlement Sum, Plaintiffs agrees to defend, indemnify and reimburse the NJIIF, their agents, servants or representatives for any taxes they are required to pay as a result of Plaintiffs' failure to do so.

8. **Liens.** Plaintiffs hereby represent that no liens exist against the proceeds of the Settlement Sum, and that if any liens do exist, they will be paid in full, compromised or satisfied and released by Plaintiffs. If a lien exists which is not satisfied as required by this Agreement, and a claim is made by anyone to enforce that lien, Plaintiffs agrees that they will pay that lien in full. This covenant 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. Plaintiffs agree to indemnify and hold the Releasees harmless in connection with any claim made against Plaintiffs by reason of liens against or tax obligations associated with the proceeds of the Settlement Sum. In the event a claim is hereafter made against any of the Releasees, including but not limited to, the NJIIF, by anyone seeking payment of any liens, Plaintiffs will indemnify and hold the Releasees, including the NJIIF, harmless for any money spent in paying any such liens and/or defending against such a claim, including, but not limited to, attorneys' fees, costs of suit, and interest.

9. **Defendants' Covenants.** As additional consideration for the Release, the Defendants covenant and agree as follows:

a.) Absent court order to the contrary, the Borough will not erect or permit to be erected the Cross Display which is the subject of the Lawsuit, or substantially similar display, on any property owned by the Borough; and

b.) the Borough will communicate the prohibition set forth in Paragraph 9(a) to all Borough employees, volunteers or agents with authority to approve or erect such displays.

10. **Modification.** This Agreement may not be modified except by an agreement in writing, executed by all Parties hereto.

11. **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.

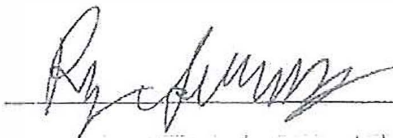
12. **Severability.** The provisions of this Agreement are severable. If any provisions of the Agreement are declared invalid or unenforceable, with the exception of Paragraph 2, entitled "Release and Discharge", the ruling will not affect the validity and enforceability of any other provision of the Agreement.

13. **Counterparts.** This Agreement may be executed and delivered in two or more counterparts, each of which when so executed and delivered shall be an original.

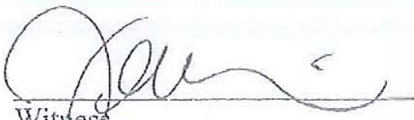
14. **Date of Agreement.** This Agreement shall be dated as of the date it is last signed by any of the Parties to the Agreement, which date shall be incorporated on the face page.

15. **Representation by Counsel.** Each Plaintiff represents that they have had the opportunity to have an attorney of their own choosing review the terms of this Agreement, and having received the advice of said counsel, have agreed to sign this Agreement with full understanding of its terms.

By:



Roy Speckhardt
Executive Director
American Humanist Association



Witness

Joaquin Cabrejas

THE AMERICAN HUMANIST ASSOCIATION

DATED: May 24, 2017

By: _____
CHARLENE STOREY

DATED:

Witness

By: _____
GREGORY STOREY

DATED:

Witness

The New Jersey Intergovernmental Insurance Fund on
behalf of the Borough of Roselle Park and Mayor Carl
Hokanson

By: _____
ERIC J. NEMETH, GENERAL COUNSEL, NJIIF

DATED:

Witness

THE AMERICAN HUMANIST ASSOCIATION

Witness

DATED:

Gregory Storey
Witness

By: Charlene Storey
CHARLENE STOREY

DATED: May 23, 2017

Charlene Storey
Witness

By: Gregory Storey
GREGORY STOREY

DATED: May 23, 2017

The New Jersey Intergovernmental Insurance Fund on
behalf of the Borough of Roselle Park and Mayor Carl
Hokanson

Judith A. Gasso
Witness

By: Eric J. Nemeth
ERIC J. NEMETH, GENERAL COUNSEL, NJIIF

DATED: May 25, 2017