

RELEASE AGREEMENT

This Release ("Agreement"), dated May 12, 2026 is made by and between the **KIMBERLY STEELE("PLAINTIFF")** in favor of the **TOWNSHIP OF WEST ORANGE and THE GARDEN STATE MUNICIPAL JOINT INSURANCE FUND** (collectively, the "**TOWNSHIP**"), hereinafter referred to as the "**Parties**."

RECITALS

WHEREAS, on or around April 10, 2022, Plaintiff commenced an action against Defendant Township of West Orange and other defendants, in the Superior Court of New Jersey, Essex County, captioned, *Kimberly Steele v. Township of West Orange, Mobility Coach, Inc., Edgar Moye, John Does (I-X), fictitious individuals and ABC Companies (I-X) fictitious business entities*, Docket No. ESX-L-2374-23 (hereinafter also referred to as the "**LITIGATION**") ; and

WHEREAS, on May 23, 2023, the TOWNSHIP filed an Answer, Affirmative Defenses, Third-Party Complaint, and Cross-Claims in this LITIGATION; and

WHEREAS, the Parties desire to avoid the costs of continued litigation and to resolve certain claims between them subject to the terms and conditions set forth in this Agreement; and

WHEREAS, on April 28, 2026, the Parties attended mediation before the Honorable Rachelle Harz, J.S.C. (Ret.) and agreed to a settlement in principle; and

WHEREAS, the Agreement is subject to the approval of the Township Council; and

WHEREAS, the Township Council, on May 12, 2026, authorized and approved this Agreement;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby stipulate and agree to memorialize the settlement as follows as follows:

AGREEMENT

1. **Effective Date.** This Agreement, executed in duplicate originals, shall be effective on the date it is fully executed below and approved by the Township Council of the Township of West Orange (the "Effective Date").

2. **Settlement Amount.** The TOWNSHIP agrees to pay the PLAINTIFF \$250,000 within sixty (60) days of the Effective Date.

3. **Release.** In consideration the Settlement Amount, the Plaintiff hereby irrevocably releases and gives up any and all claims and rights whatsoever that it may have, known or unknown, in this LITIGATION, against the TOWNSHIP as well as toward any of the TOWNSHIP's officers, employees, attorneys, insurance carriers, and related entities. This release includes, but is not limited to, all debts, obligations, promises, covenants, agreements, contracts, endorsements, bonds, controversies, suits, actions, causes of action, judgments, damages, expenses, claims or demands, in law or in equity, including any claim for attorney's fees and costs, that PLAINTIFF does not know or suspect to exist in any PLAINTIFF's favor at the time of the execution of this Agreement, which, if known by it, might have affected PLAINTIFF's decision to enter into this agreement, and includes any and all claims, rights, and causes of action, known or unknown, suspected or unsuspected, contingent or noncontingent, whether or not concealed or hidden. PLAINTIFF represents she has not filed or initiated any legal, equitable, administrative, or other proceeding against PLAINTIFF other than the LITIGATION. This release is intended to include the PLAINTIFF, her assignees, successors, and all related entities.

4. **Dismissal and Filing.** Upon PLAINTIFF's receipt of the Settlement Amount, Counsel for the TOWNSHIP shall be authorized to file with the Superior Court of New Jersey, Law Division, Essex County, a stipulation of dismissal with prejudice and such other documents as are necessary to effectuate a dismissal of this LITIGATION with prejudice. A form of the Stipulations of Dismissal is attached at **Exhibit A** and shall be executed by PLAINTIFF's counsel and held in escrow by the TOWNSHIP's counsel until the settlement amount is paid.

5. **No Admission of Liability.** This Agreement is made in compromise of disputed claims. Nothing contained in this Agreement shall constitute an admission of any liability by any Party.

6. **Severability.** If any term or provision of this Agreement is determined to be invalid for any reason, such determination shall not affect the remaining terms and provisions of this Agreement.

7. **Arm's Length Negotiation.** PLAINTIFF acknowledges that this Agreement has been negotiated at arm's length and therefore agree that any rule of construction of contracts resolving any ambiguities against the drafting party is waived and shall be inapplicable to the document.

8. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of New Jersey without regard to choice or conflicts of law principles. The exclusive jurisdiction and venue for any action arising out of this Agreement shall be the Superior Court of New Jersey, Essex County, Law Division.

9. **Parties Bound.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors, administrators, agents, employees, subsidiaries, affiliates, and assigns.

10. **Entire Agreement.** This Agreement represents the entire understanding of the Parties with respect to the settlement contemplated hereby. This Agreement supersedes any and all prior and contemporaneous agreements, understandings, or representations, whether written or oral, between the Parties with respect to this matter of the settlement thereof. The recitals in the preamble of the Agreement are incorporated herein.

11. **No Oral Modifications or Waivers.** No waiver, modification, or amendment of any provision of this Agreement shall be effective unless executed in writing by the party to be bound by such waiver, modification, or amendment.

12. **Representations by Plaintiff.** PLAINTIFF hereby represents and warrants that she is duly authorized to execute this Agreement and her signature shall bind her. Plaintiff represents and warrants that no liens, pledge, encumbrance, assignment or transfer has been made with regard to the claims set forth herein. Plaintiff recognizes that she is responsible for any taxes, State or Federal, that may be payable as a result of the Settlement Amount. Moreover, Plaintiff represents and warrants that she does not have any outstanding child support obligations.

13. **Advice of Counsel; Voluntariness.** PLAINTIFF acknowledges that: (1) she has they have been represented by counsel and have received the benefit of the advice of counsel in connection with the negotiation and execution of this Agreement, (2) that, other than as stated in this Agreement, no party, agent, attorney or other person has made any promise or inducement to enter into this Agreement, and (3) that she has entered into this Agreement of her own free will and without any threat of intimidation, coercion, or undue influence.

IN WITNESS WHEREOF, the PLAINTIFF has executed this Agreement as of the date first above written.

Kimberly Steele

Dated

CERTIFICATE OF PROOF OF EXECUTION

State of New Jersey
County of _____,

On _____, 20____ before me, _____, Notary Public in and for said county, personally appeared _____, (subscribing witness(es)) personally known to me or proved to me on the oath of _____ (credible witness), to be the person(s) whose name(s) is/are subscribed on the attached document as witness(es) thereto, and who, being duly sworn by me, says that he/she saw _____, (signer's name) sign the attached document, and that said affiant(s) subscribed his/her name(s) to the attached document at the request of _____ (signer's name).

(Affix Notary Stamp Here)

Notary Public Signature: _____

My Commission Expires: _____