

## SETTLEMENT AGREEMENT AND MUTUAL RELEASE

**THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE** (the “Settlement Agreement” or “Agreement,”) effective as of the date of the last signature hereunder (“Effective Date,”) is made by and among Plaintiffs, Michael Kane, Diane Omilanowicz, Barbara Zeh, Maureen Caswell, Individually and on behalf of all Whiting Village at Crestwood Community Association, Inc. owners and other similarly situate (hereinafter, “Plaintiffs”); and Whiting Village at Crestwood Community Association, Inc. (“Association,”) Rosetta DeLuca, Robert Buonanno, Barbara D’Averso, Howard Snyder, Kenneth Stebner, Edmund Esposito, and Jewel Shanahan (hereinafter collectively “Defendants”); the signatories hereto each a “Party”, and, collectively, the “Parties,” and CNA Insurance Company.

### RECITALS

**WHEREAS**, on August 29, 2023, Plaintiffs filed a Complaint (“Complaint”) and Order to Show Cause (“OTSC”) with the Superior Court of New Jersey, Chancery Division, Ocean County, bearing the Docket No. OCN-C-141-23 as against Defendants (“Lawsuit.”)

**WHEREAS**, on September 7, 2023, the Parties voluntarily entered into a Consent Order allowing for The Honorable E. David Millard, J.S.C. (Ret.) to be retained as Election Master to arrange and oversee an election for seven (7) trustees in 2023 (“Special Election”) thereby resolving the OTSC.

**WHEREAS**, on November 9, 2023, Defendants filed an Answer to the Complaint denying liability for any and all claims alleged by Plaintiffs as contained within the Lawsuit.

**WHEREAS**, the Special Election was held on February 15, 2024.

**WHEREAS**, on March 11, 2024, The Honorable Mark A. Troncone, of the Superior Court of New Jersey, Ocean County, Chancery Division, issued an Order Ratifying the Special Election Results naming Rosetta DeLuca, Robert Buonanno, Barbara D’Averso, Howard Snyder, Kenneth Stebner, Edmund Esposito, and Michael Kane, to the Whiting Village at Crestwood Community Association Board of Trustees and required Whiting Village at Crestwood Community Association advance the Special Election Master the balance due for the Special Election of \$20,854.74, subject to reallocation.

**WHEREAS**, on November 6, 2024, Plaintiffs filed a Second Motion to Amend the Complaint (“Motion to Amend”) seeking to add claims including but not limited to: criminal allegations against Defendants; join as Defendants the Association’s private counsel Ronald Catelli, Esquire, his firm and Carol Snider; requesting the appointment of a receiver; and seeking to void/vacate the **September 2024 Election**; with Defendants and Ron Catelli, Esquire opposing the Motion to Amend.

**WHEREAS**, on November 25, 2024, after discovery was concluded, pursuant to the Court’s Case Management Order dated September 17, 2024, Defendants filed a Motion for Summary Judgment seeking dismissal of all claims asserted against them; and

**WHEREAS**, on January 17, 2025, the Honorable Therese Cunningham, of the Superior Court of New Jersey, Ocean County, Chancery Division entered an Order (“2024 Election Order”)

denied Plaintiffs' Motion to Amend *with prejudice* and ruled that Plaintiffs are forever barred from bringing forth *any* claims alleged in the Motion to Amend, including claims related to the 2024 Whiting Village Election.

**WHEREAS**, on March 19, 2025, the Honorable Therese Cunningham, of the Superior Court of New Jersey, Ocean County, Chancery Division, entered an Order ("MSJ Order") which granted Defendants' Motion for Summary Judgment and dismissed all claims and counts in the Complaint against all Defendants *with prejudice*, and also that the Association was ordered to pay Plaintiffs' reasonable attorney's fees in accordance with New Jersey Rule 4:42-9 (2) from August 29, 2023 through March 11, 2024, with Plaintiffs' counsel to submit a Certification pursuant to R.P.C. 1.5 for response and opposition.

**WHEREAS**, the terms of this Settlement Agreement are the result of mutual negotiations and compromise between Plaintiffs and Defendants and their insurers, and reflect a desire of the Parties to enter into this Agreement to resolve the remaining issue of Plaintiffs' attorney's fees and to settle fully, permanently and finally all differences between them for any event, action or claim related to, arising out of, or in connection with the Lawsuit.

**WHEREAS**, the meaning, effect and terms of this Settlement Agreement have been fully explained to Plaintiffs, and Plaintiffs understand that by entering into this Agreement they dismiss with prejudice all remaining claims, actions, or causes of action against Defendants related to the Lawsuit and any all claims that could have been brought in the Lawsuit or up until the execution of this Agreement.

**NOW, THEREFORE**, for the consideration of the mutual promises, covenants, and conditions contained herein and other valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **PAYMENT**

(a) In full, final and complete settlement of any and all claims and amounts whatsoever arising out of and/or relating to the Lawsuit, the payment of \$25,000.00, representing compensation for attorney's fees in accordance with the Court's MSJ Order dated March 19, 2025, shall be made to Paul Leodori, Esquire, within 30 days of the Effective Date, as follows:

1. Whiting Village at Crestwood Community Association, Inc. shall pay the sum of Ten Thousand Dollars (\$10,000.00); and
2. Continental Insurance Company of New Jersey shall pay the sum of Fifteen Thousand Dollars (\$15,000.00).

(b) All payments shall be made by way of check made payable to **Boudwin Ross Roy Leodori, P.C.**

(c) The Parties acknowledge that the payment set forth above, along with the other undertakings of the Parties herein, are the consideration of this Agreement and the Parties voluntarily accept said consideration for the purpose of making a full and final compromise, adjustment, settlement, release and satisfaction of all claims arising from or related in any way to the Lawsuit.

2. **THE RELEASE**

(a) Except for the covenants, agreements, debts, obligations and liabilities created by and explicitly and specifically set forth in this Agreement, the Parties hereby irrevocably, unconditionally, fully, finally and forever release and discharge each other, and specifically release and give up any and all matters, claims or rights they may have against each other, and their respective subsidiaries, parents, related entities, affiliates and the officers, shareholders, members, directors, representatives, agents, servants, employees, attorneys, insurers, re-insurers, successors, heirs, assigns, estates, executors, and predecessors of each, for any and all suits, actions, claims, liabilities, agreements, causes of action, judgments, liens, indebtedness, losses, rights, grievances, controversies, damages, disputes, or demands, of whatsoever nature, kind or character, whether based on contract, tort, statute, common law or any other legal or equitable theory of recovery, at law or in equity, whether asserted or unasserted, known or unknown, suspected or unsuspected, anticipated or unanticipated, arising from or relating, directly or indirectly, in whole or in part, to the Lawsuit. This mutual release, except as otherwise provided herein, includes, but is not limited to, any and all claims, counterclaims, third party claims, appeals, attorneys' fees and any and all other claims or actions whether specified or unspecified herein, related to the Lawsuit, including but not limited to the 2023 and 2024 Whiting Village at Crestwood Community Association Elections. The Parties understand and agree that this Agreement and Release fully and completely and finally settles and satisfies all issues and claims released herein.

(b) Plaintiffs represent that, other than the Lawsuit, there are no pending lawsuits, charges, administrative proceedings, or other claims of any nature whatsoever by Plaintiffs against any of the Defendants in any state or federal court or before any agency or other administrative body. Further, Plaintiffs agree, to the fullest extent permitted by law, not to assert any claims, charges or other legal proceedings against the Defendants in any forum, based upon any events, whether known or unknown, subject to the Release set forth in this Agreement.

(c) Nothing in this Section shall constitute a release by either Party of any claim that may arise from a breach of this Agreement.

3. **NON-ADMISSION OF LIABILITY**

(a) The Court, upon Motion for Summary Judgment, expressly found Plaintiffs' claims without merit and dismissed Plaintiffs' claims *with prejudice*, as set forth in the 2024 Election Order and MSJ Order. Therefore, this Settlement Agreement (or the payments made hereunder) shall not be construed in any way as an admission by Defendants of any of the acts or omissions the Plaintiffs alleged in connection with this Lawsuit, nor of any acts or omissions which could have been alleged in connection with same. Defendants specifically deny any liability whatsoever for any damages or injuries claimed by Plaintiffs and specifically deny any unlawful or improper conduct alleged by Plaintiffs.

(b) Plaintiffs agrees that they shall not offer or use this Settlement Agreement as evidence in any proceeding of any type against or involving Defendants, except pursuant to court order or to the extent necessary to enforce the terms of this Settlement Agreement.

4. **NON-DISPARAGEMENT**

Plaintiffs shall not make any disparaging or derogatory comments or remarks about Defendants. Plaintiffs shall not make reviews, social media posts, or publish any other remarks or comments regarding Defendants or related to the claims set forth in the Lawsuit or relating to this Agreement or settlement terms.

5. **OTHER TERMS**

(a) This Settlement Agreement and Release contains the entire understanding and agreement between the Parties and supersedes all prior contemporaneous written and oral agreements and understandings with respect to the subject matter hereof. NO ORAL PROMISES OR AGREEMENTS ARE PART OF THIS SETTLEMENT AGREEMENT. This Settlement Agreement shall not be modified, amended or supplemented except pursuant to an instrument in writing executed by all Parties.

(b) Each Party represents and warrants that it: (i) has read the Settlement Agreement and Release; (ii) knows and understands the contents thereof; (iii) knows that the terms are contractual and not merely recitals; (iv) has signed this Settlement Agreement of his/her/its own free will with the full corporate authority to do so; (v) has been represented by, and has consulted with, the attorney of his, her or its choice regarding the provisions, obligations, rights, risks and legal effects of this Agreement; and (vi) that this Settlement Agreement was negotiated at arm's length, and each Party received or waived advice of independent legal counsel and participated in the drafting of the Settlement Agreement.

(c) Each party represents and warrants that this Settlement Agreement shall be deemed to have been drafted jointly by the Parties. Accordingly, any rule pertaining to the construction of contracts to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Settlement Agreement or of any modifications of or amendments to this Settlement Agreement.

(d) This Settlement Agreement shall be binding upon and inure to the benefit of the Parties to this Settlement Agreement and their respective representatives, successors and assigns.

(e) The Parties shall each bear their own costs and expenses including, but not limited to, attorneys' fees and any other expenses incurred, except as set forth in the Court's MSJ Order which are provided for in this Settlement Agreement.

(f) The failure of any Party hereto to demand rigid adherence to one or more or all of the terms of this Settlement Agreement shall not be construed as a waiver nor deprive such Party of the right thereafter to insist upon strict compliance therewith.

(g) In the event that any provision of this Settlement Agreement is found invalid, such a finding will not invalidate any other provision, and the remaining terms, conditions and provisions of this Settlement Agreement shall remain in full force and effect.

(h) The paragraph headings contained in this Settlement Agreement are for convenience of reference only and shall not affect the interpretation or construction of this Settlement Agreement.

(i) The recitals set forth in the beginning of this Settlement Agreement are incorporated by reference into this Settlement Agreement as if set forth at length and repeated herein.

(j) This Settlement Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without regard to any choice of law rules. The venue for any action or suit regarding this Agreement shall be in the Superior Court of New Jersey, Ocean County. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law.

(k) All notices or other communications required or permitted hereunder shall be given in writing and shall be deemed sufficient if delivered by email, hand, mailed by registered or certified mail, postage prepaid (return receipt requested), or delivered by overnight delivery service with proof of delivery, to a Party at the address set forth in Section 6(o) for such Party or such other address as shall be furnished in writing by such Party in accordance with this Settlement Agreement, and any such notice of communication shall be effective and be deemed to have been given as of the date so delivered or three (3) days after the date so mailed.

(l) The individual who signs this Settlement Agreement in a representative capacity represents that he/she is authorized to execute this Settlement Agreement and to bind the Party hereto.

(m) This Settlement Agreement may be executed in counterparts and sent by electronic transmittal (i.e. email or docuSign), and each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(n) The Parties agree to cooperate fully, completely, and promptly with each other to accomplish the terms of the Settlement Agreement, including, but not limited to, execution of documents and taking such actions as may be reasonably necessary to implement the terms of the Settlement Agreement.

(o) All communications relating to this Settlement Agreement shall be in writing and sent, via e-mail and overnight mail (except that overnight service is not necessary where the sending party receives written confirmation that the receiving party has received the communication) to:

**As to Plaintiffs:**

Paul Leodori, Esq.  
Boudwin Ross Roy Leodori PC  
10000 Midlantic Drive, Suite 100E  
Mount Laurel, New Jersey  
[pleodori@brrllaw.com](mailto:pleodori@brrllaw.com)

**As to Defendants:**

Whiting Village at Crestwood Community Association, Inc.  
c/o Board of Trustees  
111 Howard Blvd.,  
Ledgewood, NJ 07852  
[wvca@whitingvillage.com](mailto:wvca@whitingvillage.com)

*With a copy to:*  
Ronald Catelliu, Esq.  
365 Broad St #4r  
Red Bank, NJ 07701  
[kristenf@catellilaw.com](mailto:kristenf@catellilaw.com)

**IN WITNESS WHEREOF, and intending to be bound thereby, the Parties have set their hands and seals as of the Effective Date first recited above.**

\_\_\_\_\_  
Michael Kane

\_\_\_\_\_  
**Whiting Village at Crestwood Community Association, Inc.**

By: Rosetta DeLuca,  
*President, Whiting Board of Trustees*

\_\_\_\_\_  
Diane Omilanowicz

\_\_\_\_\_  
Rosetta DeLuca, individually

\_\_\_\_\_  
Barbara Zeh

\_\_\_\_\_  
Robert Buonanno

\_\_\_\_\_  
Maureen Caswell

\_\_\_\_\_  
Barbara D'Averso

\_\_\_\_\_  
Howard Snyder

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Kenneth Stebner

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Jewel Shanahan