

## **SETTLEMENT AGREEMENT AND GENERAL RELEASE**

This Settlement Agreement and General Release (the “Agreement”) is made and entered into by and between KJD, LLC, DIXON ASSOCIATES ENGINEERING, LLC, AND KEVIN J. DIXON (hereinafter “Plaintiffs”) and GALLOWAY TOWNSHIP, CHRIS JOHANSEN, *in his official capacity as Township Manager, Galloway Township*, JOHN HOLROYD, *in his official capacity as Construction Official, Galloway Township*, ALBERT K. MARMERO, DONNA HIGBEE, and JAMES GORMAN (hereinafter “Defendants”) (collectively the “Parties”). This Agreement is made effective as of August 18, 2022.

### **WITNESSETH**

**WHEREAS**, on December 13, 2021, plaintiff KJD, LLC filed a lawsuit against defendants Galloway Township, Chris Johansen, and John Holroyd, in the U.S. District Court for the District of New Jersey, and on February 11, 2022, Plaintiffs filed an amended complaint, naming additional plaintiffs Dixon Associates Engineering, LLC and Kevin J. Dixon, and naming additional defendants Albert K. Marmero, Donna Higbee, and James Gorman, in the matter captioned *KJD, LLC, et al. v. Galloway Township, et al.*, Civil Action No. 1:21-cv-20486-RBK-MJS (the “Action”); and

**WHEREAS**, in order to avoid the expense, risk and uncertainty of continued litigation, the Parties seek to resolve all claims by and between them, arising out of or related to the Action and/or as asserted in the Action, in satisfaction of all amounts due and owing to Plaintiffs through and including the date hereof.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties now agree as follows:

- 1. Terms and Consideration.** The Parties hereby mutually agree to and abide by the following terms:
  - A. Dismissal of Action.**
    - i.** Within five (5) business days after both the receipt of the Settlement Payment described in Paragraph 1.B and the Defendants’ satisfaction of the provisions of Paragraph 1.C, Plaintiffs will dismiss the Action with prejudice. The form of Consent Order dismissing the Action with prejudice is attached hereto as **Exhibit A**.
  - B. Settlement Payment.**
    - i.** Defendants shall pay Plaintiffs the sum of One Million Three Hundred Thousand Dollars (\$1,300,000.00) (“Settlement

Payment”). The Settlement Payment shall be made payable to “KJD, LLC” and delivered to the firm of Fox Rothschild to the attention of Corinne McCann Trainor, Esq., Fox Rothschild, LLP, 997 Lenox Drive, Lawrenceville, NJ 08648. Wiring instructions shall be separately provided if requested.

- ii. Defendants shall deliver the Settlement Payment in full no later than September 15, 2022.

**C. Joint Statement.**

- i. The Parties shall publicly release the joint statement set forth in **Exhibit B** on the effective date of this Agreement.
- ii. Galloway Township shall cause the joint statement to be read at the same Council Meeting that the settlement is presented and approved.
- iii. Galloway Township shall cause the joint statement to be published/posted to:
  - a. Galloway Township’s website (home page under “Latest News”) for a minimum of one week; and

**D. Other.**

- i. Defendants and their employees, agents, affiliates, insurers, and assigns shall not make any derogatory statements about Plaintiffs, KJD’s tenant Camelot, and Camelot’s students concerning the allegations in the Action or the facts and circumstances relating to the Action or events that occurred up until the date of this Agreement.
- ii. Defendants and their employees, agents, affiliates, insurers, and assigns shall be permanently enjoined from contesting the permissibility of the use of the property located at 313 East Jimmie Leeds Road, Galloway, New Jersey, 08205 as a school or any other permissible uses of the property for the CVC district listed in Galloway Township Code Section 233-25, as of the date of this Agreement or other uses that may be added in the future, which, for purposes of this agreement shall include permissible use of the property as a school. Defendants and their employees, agents, affiliates, insurers and assigns shall be permanently enjoined from, compelling or demanding that Plaintiffs and/or their tenant appear before

the Planning Board related to the use of the property located at 313 East Jimmie Leeds Road, Galloway, NJ 08205, so long as the property is used for for a school or any other permissible use in the CVC district listed in Galloway Township Code Section 233-25, as of the date of this Agreement or other uses that may be added in the future and same shall be memorialized in the Consent Order attached hereto as **Exhibit A**.

- iii. Defendants and their employees, agents, insurers, and assigns shall be permanently enjoined from engaging in any action that interferes with construction, occupancy and operation of the School and same shall be memorialized in the Consent Order attached hereto as **Exhibit A**.
- iv. Plaintiffs will not object to Defendants' securing the ability to place "right turn only" signs "in" and "out" of the Property for school buses.
- v. The U.S. District Court for the District of New Jersey shall retain jurisdiction to enforce the terms of the agreement and same shall be memorialized in the Consent Order attached hereto as **Exhibit A**.
- vi. Defendants shall indemnify Plaintiffs for their damages, costs and fees related to any disputes that may arise in the future between Defendants and Marmero, and vis a vis any of them and third parties, related to this litigation.
- vii. The Parties hereto agree to cooperate with each other concerning the execution and implementation of this Agreement, and to execute such other and further documents that may be required to implement this Agreement.
- viii. The Honorable Joel Schneider (retired) shall be appointed as Monitor by the District Court to serve for a period of two (2) years from the effective date of this Agreement, to supervise the implementation of the Agreement and same shall be memorialized in the Consent Order attached hereto as **Exhibit A**. The Parties shall bring all disputes arising pursuant to this Agreement to the Monitor in the first instance for resolution, prior to presenting them to the District Court. Plaintiffs on the one hand and Defendants on the other hand shall be responsible, respectively, to pay half of any fees incurred by the Monitor.

## 2. Releases.

- A. In consideration of the mutual promises contained in this Agreement, the Defendants, as well as their respective agents, employees, representatives, attorneys, fiduciaries, heirs, insurers, predecessors, successors, assigns, partners, affiliates, trustees and executors, and all others acting by, through, or in concert with any of them in their capacity as such hereby completely, fully, finally, irrevocably, and forever release, acquit, relinquish, settle and forever discharge the Plaintiffs and any and all of its/their/his past, present, or future direct or indirect subsidiaries, parents, agents, attorneys, accountants, fiduciaries, employees, assigns, predecessors, successors, affiliates, related companies and entities, companies and entities owned or partially owned by Kevin Dixon, partners, divisions, corporations, directors, officers, shareholders, members, beneficial owners, trusts, administrators, executors, consultants, bankers, representatives, estates, beneficiaries, heirs, spouses, family members, insurers, reinsurers, and advisors, in their capacity as such, and all others acting by, through, or in concert with any of them in their capacity as such from any and all manner of claims, demands, rights, liabilities, losses, obligations, duties, damages, costs, charges, forfeitures, debts, expenses, interest, penalties, payments, sanctions, fees, attorneys' fees, actions, potential actions, causes of action, suits, judgments, defenses, counterclaims, debts, accounts, covenants, agreements, damages, offsets, decrees, matters, issues and controversies concerning the events, information or disputes giving rise to, informed by, or at issue in this Action through and including the date of this agreement.
- B. In consideration of the mutual promises contained in this Agreement, the Plaintiffs, as well as their respective agents, employees, representatives, attorneys, fiduciaries, heirs, insurers, predecessors, successors, assigns, partners, affiliates, trustees and executors, and all others acting by, through, or in concert with any of them in their capacity as such hereby completely, fully, finally, irrevocably, and forever release, acquit, relinquish, settle and forever discharge the Defendants and any and all of its/their/his/her agents, attorneys, employees, assigns, predecessors, successors, affiliates, related entities, administrators, executors, representatives, estates, beneficiaries, heirs, spouses, family members, insurers, reinsurers, and advisors, in their capacity as such, and all others acting by, through, or in concert with any of them in their capacity as such from any and all manner of claims, demands, rights, liabilities, losses, obligations, duties, damages, costs, charges, forfeitures, debts, expenses, interest, penalties, payments, sanctions, fees, attorneys' fees, actions, potential actions, causes of action, suits, judgments, defenses, counterclaims, debts, accounts, covenants,

agreements, damages, offsets, decrees, matters, issues and controversies concerning the events, information or disputes giving rise to, informed by, or at issue in this Action through and including the date of this agreement.

3. **No Waiver.** No failure to exercise a right given hereunder nor course of conduct nor other type of behavior or action may be construed as a waiver of any right under this Agreement. A right under this Agreement may only be deemed waived by a writing signed by the Party against whom it is asserted to be a waiver that is express and explicit in its waiver of a specific right and any such waiver must state in its terms that it is a waiver made pursuant to the requirements of this Paragraph 4.
4. **No Admission of Liability.** This Agreement shall not in any way be construed as an admission of any Party of any wrongful conduct whatsoever against any person or party, and all Parties specifically disclaim any liability to or wrongful conduct against any other person or party. It is acknowledged by all Parties that this Agreement is mutually sought and for the benefit of each to resolve all disputed claims and controversies. It is further acknowledged that no Party hereto intends for any non-party to be deemed a third-party or incidental beneficiary hereof, except as set out herein.
5. **Fair Construction.** The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.
6. **Choice of Law.** The parties agree that New Jersey laws shall govern enforcement of this Agreement.
7. **Acknowledgment.** This Agreement is entered into without force or duress, in the free will of the Parties, and in consideration of the receipt of substantial consideration. All Parties acknowledge that they have not entered into this Agreement in reliance upon any inducement or promise not otherwise contained herein. The parties have consulted extensively with counsel, as applicable, regarding the terms of this Agreement and have resolved any questions they may have had as to the meaning, effect or interpretation of this Agreement. The decision of the parties to execute this Agreement is a fully informed decision, and the parties are aware of all legal and other ramifications of such decision.
8. **Binding Nature of this Agreement.** The provisions of this Agreement shall be binding on and inure to the benefit of the respective successors, assigns, heirs, beneficiaries and personal representatives of the parties hereto, as applicable.

9. **No Benefits to Third Parties.** Except as is otherwise expressly provided herein, no third party is intended to secure any rights or benefits under this Agreement, and this Agreement is not intended for the benefit of any third party.
10. **Integration.** This Agreement contains the entire understanding of the parties and shall be modified only by an instrument in writing signed on behalf of each party hereto. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision of this Agreement or of any succeeding breach of the same provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.
11. **Further Assurances.** Each Party shall execute such documents and do such acts and things the other Party(ies) may reasonably require for the purpose of giving that Party the full benefit of all the provisions of this Agreement.
12. **Authorization.** Each of the undersigned hereby acknowledges and asserts that it has full authorization to execute this Agreement on behalf of the Parties.
13. **Counterparts.** This Agreement may be executed in multiple counterparts by the parties hereto. Each counterpart shall be deemed an original, notwithstanding that all parties are not signatories to the same counterpart, and all counterparts together shall constitute one and the same instrument.
14. **Miscellaneous** The section headings used in this Agreement are intended solely for the convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.
15. **Amendments.** The terms and conditions of this Agreement may only be amended by written agreement, dually executed by all Parties.
16. **Construction.** This Agreement was the result of negotiations between the Parties. In the event of vagueness, ambiguity or uncertainty, this Agreement shall not be construed against either party but shall be construed as if both Parties prepared it jointly.
17. **Attorney's Fees and Costs.** In the event any Party(ies) breaches this Agreement and the non-breaching Party(ies) brings action to enforce this Agreement, the prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing the Agreement.
18. **Notices.** Any notices that are required or provided hereunder shall be delivered via overnight mail and email, as follows:

To Plaintiffs:

Paul J. Fishman, Esq.  
Arnold & Porter  
One Gateway Center  
Suite 1025  
Newark, NJ 07102-5322  
Email: paul.fishman@arnoldporter.com

Corinne McCann Trainor, Esq.  
Fox Rothschild LLP  
997 Lenox Drive  
Lawrenceville, NJ 08648  
Email: CTrainor@FoxRothschild.com

To Defendants:

Township of Galloway  
c/o Township Solicitor  
300 East Jimmie Leeds Road  
Galloway, NJ 08205

- 19. Counterpart Execution.** This Settlement Agreement and Release may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same Agreement. All of the counterparties shall become effective when one or more counterparts have been signed by each of the parties and delivered (including delivery of the executed signature pages electronically) to each of the parties hereto.

**WHEREFORE,** to signify their agreement to the terms of this Agreement, the undersigned have executed this Agreement on the date set forth below.

**KJD, LLC**

\_\_\_\_\_

By: Kevin Dixon

Title: Managing Member

Date: \_\_\_\_\_

To Plaintiffs:

Paul J. Fishman, Esq.  
Arnold & Porter  
One Gateway Center  
Suite 1025  
Newark, NJ 07102-5322  
Email: paul.fishman@arnoldporter.com

Corinne McCann Trainor, Esq.  
Fox Rothschild LLP  
997 Lenox Drive  
Lawrenceville, NJ 08648  
Email: CTrainor@FoxRothschild.com

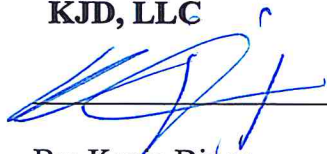
To Defendants:

Township of Galloway  
c/o Township Solicitor  
300 East Jimmie Leeds Road  
Galloway, NJ 08205

19. **Counterpart Execution.** This Settlement Agreement and Release may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same Agreement. All of the counterparties shall become effective when one or more counterparts have been signed by each of the parties and delivered (including delivery of the executed signature pages electronically) to each of the parties hereto.

**WHEREFORE**, to signify their agreement to the terms of this Agreement, the undersigned have executed this Agreement on the date set forth below.

**KJD, LLC**

  
\_\_\_\_\_

By: Keyin Dixon

Title: Managing Member

Date: 9-6-22



**DIXON ASSOCIATES ENGINEERING, LLC**


  
\_\_\_\_\_

By: Kevin Dixon

Title: Managing Member

Date: 9-6-22

**KEVIN DIXON**

  
\_\_\_\_\_

Date: 9-6-22

**GALLOWAY TOWNSHIP**

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CHRIS JOHANSEN, in his official  
capacity as Township Manager,  
Galloway Township**

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DIXON ASSOCIATES ENGINEERING, LLC**

By: Kevin Dixon

Title: Managing Member

Date: \_\_\_\_\_

**KEVIN DIXON**

Date: \_\_\_\_\_

**GALLOWAY TOWNSHIP**

By: CHRISTIAN JOHANSEN

Title: TOWNSHIP MANAGER

Date: 8/30/22

AS PER GALLOWAY TOWNSHIP  
RESOLUTION 234-22,

**CHRIS JOHANSEN, in his official  
capacity as Township Manager,  
Galloway Township**

By: CHRISTIAN JOHANSEN

Title: TOWNSHIP MANAGER

Date: 8/30/22

**JOHN HOLROYD, in his official  
capacity as Construction Official,  
Galloway Township**



By: John Holroyd

Title: Construction official

Date: 8-30-22

**DONNA HIGBEE**



Date: 9-7-22

**JAMES GORMAN**



Date: 9-7-22

**ALBERT MARMERO**

\_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**CONSENT ORDER**

Paul J. Fishman  
R. Stanton Jones (admitted *pro hac vice*)  
Stephen K. Wirth (admitted *pro hac vice*)  
ARNOLD & PORTER KAYE SCHOLER LLP  
One Gateway Center  
Suite 1025  
Newark, NJ 07102-5322  
(973) 776-1900  
Paul.Fishman@arnoldporter.com  
Stanton.Jones@arnoldporter.com  
Stephen.Wirth@arnoldporter.com  
*Attorney for Plaintiffs*

Corinne McCann Trainor  
Michael W. Sabo  
FOX ROTHSCHILD LLP  
Princeton Pike Corporate Center  
997 Lenox Drive  
Lawrenceville, NJ 08648-2311  
(609) 844-3038  
CTrainor@foxrothschild.com  
MSabo@foxrothschild.com  
*Attorneys for Plaintiffs*

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

KJD, LLC, *a New Jersey limited liability company;*

DIXON ASSOCIATES ENGINEERING,  
LLC, *a New Jersey limited liability company;*

KEVIN J. DIXON,

*Plaintiffs,*

v.

GALLOWAY TOWNSHIP;

CHRIS JOHANSEN, *in his official capacity  
as Township Manager, Galloway Township;*

JOHN HOLROYD, *in his official capacity as  
Construction Official, Galloway Township;*

ALBERT K. MARMERO;

DONNA HIGBEE;

Civil Action No. 1:21-cv-20486-RBK-MJS

**JURY TRIAL DEMANDED**

**CONSENT ORDER**

JAMES GORMAN,

*Defendants.*

**THIS MATTER** having been brought before the Court by Plaintiffs KJD, LLC, Dixon Associates Engineering, LLC, and Kevin Dixon (collectively “Plaintiffs”) and Defendant Galloway Township, Chris Johansen, in his official capacity as Township Manager, Galloway Township, John Holroyd, in his official capacity as Construction Official, Galloway Township, Albert K. Marmero, Donna Higbee, and James Gorman (collectively “Defendants”), individually or by and through their respective undersigned counsel, for an order dismissing the complaint with prejudice in accord with the terms of the attached settlement agreement; and for good cause for same,

**IT IS THIS \_\_ day of \_\_\_\_\_, 2022, hereby ORDERED as follows:**

1. This matter is dismissed with prejudice in accord with the terms of the settlement agreement.
2. Defendants and their employees, agents, affiliates, insurers, and assigns shall be permanently enjoined from contesting the permissibility of the use, or compelling or demanding that Plaintiffs and/or their tenant appear before the Planning Board related to the use of the property located at 313 East Jimmie Leeds Road, Galloway, NJ 08205, so long as the property shall continue to be used as a school or as for any permissible use in the CVC district listed in Galloway Township Code Section 233-25, as of this Date, or other uses that may be added in the future.
3. Defendants and their employees, agents, insurers, and assigns shall be permanently enjoined from engaging in any action that interferes with construction,

occupancy and operation of the school that is the subject matter of this action. For the avoidance of doubt, action to preserve and promote health and safety purposes shall be permitted.

4. This Court appoints the Honorable Joel Schneider (retired) as a Monitor to serve for a period of two (2) years to supervise the implementation of the parties' settlement agreement in accord with the terms of the settlement agreement. The Plaintiffs on the one hand and the Defendants on the other shall split the costs incurred by same.

5. This Court shall retain jurisdiction to enforce the terms of the settlement agreement.

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HONORABLE ROBERT B. KUGLER, U.S.D.J.

**EXHIBIT B**  
**JOINT STATEMENT**



**FOR IMMEDIATE RELEASE: August , 2022**

**GALLOWAY TOWNSHIP, NEW JERSEY**


The Galloway Township Council has reached a settlement with KJD, LLC, Dixon Engineering Associates, LLC, and Kevin J. Dixon to resolve issues regarding the opening of the Camelot School at 313 East Jimmie Leeds Road.

On January 27, 2022, a federal judge in Camden determined that KJD had properly submitted all zoning applications and construction documents to Galloway Township authorities for the Camelot School at 313 East Jimmie Leeds Road and that KJD was entitled to the zoning and construction permits under existing municipal ordinances and regulations. Following that ruling, the parties commenced settlement discussions and have now reached agreement on all outstanding issues.

In the meantime, the Camelot School has opened.

We welcome the Camelot School to Galloway, and we look forward to the school being a good neighbor and a positive force.

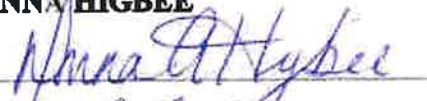
**JOHN HOLROYD, in his official  
capacity as Construction Official,  
Galloway Township**

  
By: John Holroyd

Title: Construction official

Date: 9-30-22


**DONNA HIGBEE**

  
Date: 9-7-22

**JAMES GORMAN**

  
Date: 9-7-22

**ALBERT MARMERO**

  
Date: 9-8-22