

EXHIBIT A

SETTLEMENT AGREEMENT AND RELEASE

This settlement agreement and release (the "Settlement Agreement") is made as of October 15, 2018, by and among Atlantic Ambulance Corporation ("Atlantic Ambulance"), having its principal place of business at 475 South Street, Morristown, New Jersey 07960 and, individually and as representatives of each of the Persons in the Settlement Class (as hereinafter defined), John G. Cullum and Mary Clare Cullum (the "Cullums"), having an address at 650 Woodland Avenue, Morristown, New Jersey 07960, and Antoine and Hala Hitti (the "Hittis"), having an address at 14 Reynolds Road, Glen Ridge, New Jersey 07028 (the Cullums and Hittis, collectively, the "Counterclaimants").

RECITALS

A. The Litigation

In July 2011, Atlantic Ambulance filed a lawsuit in the Superior Court of New Jersey, Law Division, Special Civil Part, Morris County, bearing the caption and docket number, *Atlantic Ambulance Corporation v. John G. Cullum and Mary Clare Cullum*, MRS-DC-006642-11. In November 2011, Atlantic Ambulance filed a lawsuit in the Superior Court of New Jersey, Law Division, Special Civil Part, Essex County, bearing the caption and docket number, *Atlantic Ambulance Corporation v. Hala Hitti and Antoine Hitti*, ESX-DC-031429-11. In late 2011 and early 2012, the Cullums and Hittis filed motions to transfer their respective matters to the Law Division, assert class action counterclaims and consolidate the matters in Morris County, which motions were granted and the matters were consolidated under docket MRS-L-264-12 (the "Litigation").

In the Litigation, Atlantic Ambulance alleged that Counterclaimants failed to pay for services provided by Atlantic Ambulance. Counterclaimants alleged that Atlantic Ambulance perpetrated a violation of the New Jersey Consumer Fraud Act, as well as certain

common law claims, by overcharging Counterclaimants and others similarly situated. Class certification was denied by the trial court, which was affirmed on appeal with the exception of Atlantic Ambulance's charge to the Hittis and those similarly situated of \$14 for one-mile of transport that Atlantic Ambulance did not provide but for which it billed, which claim was remanded to the trial court for further consideration of class certification. Counterclaimants' motion to the New Jersey Supreme Court for review was denied.

Atlantic Ambulance has denied that it overcharged or misled any individuals, except that Atlantic Ambulance concedes that it billed certain individuals \$14 for one mile of transport that Atlantic Ambulance did not provide and that, in certain circumstances, those patients should not have been billed that \$14. Atlantic Ambulance otherwise contends that its charges were all in accordance with law, that it did not bill individuals for any charges which were not permitted, that it did not overcharge individuals, and that it never engaged in any deceptive practices. Thus, Atlantic Ambulance has maintained that its conduct is not actionable by the Counterclaimants or any members of the proposed class.

B. The Settlement Negotiations

Prior to the execution of this Settlement Agreement, Atlantic Ambulance's Counsel engaged in arm's-length settlement negotiations with counsel for Counterclaimants, Kelley J. Hastie of Graham Curtin, concerning key liability and damage issues underlying the claims of the Counterclaimants and the Settlement Class (as defined below), as well as the Non-Class Settlement Fees and Relief (as defined below). On January 26, 2018 and January 31, 2018 the Parties' outside legal counsel (Kelley J. Hastie of Graham Curtin for Counterclaimants, and Lauren E. Aguiar of Skadden Arps and Peter A. Marra of Schenck, Price, Smith & King, LLP for Atlantic Ambulance) participated in a mediation with the Court and resolved this Litigation with

the assistance of New Jersey Superior Court Law Division Judge Frank J. DeAngelis, J.S.C (“Judge DeAngelis”), contingent upon final judicial approval of the proposed settlement. All counsel involved in these negotiations were fully informed of the strengths, weaknesses and risks of the Litigation so as to make an intelligent and informed assessment of the value of these claims versus the benefits obtained by virtue of this Settlement. This Settlement Agreement reflects the outcome of the agreement reached with the assistance of Judge DeAngelis on January 31, 2018.

C. Claims of Counterclaimants and Benefits of Settlement

Counterclaimants and their counsel believe that the claims asserted in the Litigation have merit and that information obtained by Counterclaimants’ counsel during the course of the Litigation supports the claims asserted. However, Counterclaimants and Counterclaimants’ counsel recognize that there is significant risk, uncertainty and expense in proceeding with the Litigation through trial and through any appeals. Counterclaimants and Counterclaimants’ Counsel believe that, under the present circumstances, the settlement set forth in this Settlement Agreement confers substantial benefits upon the Settlement Class and each of the Persons in the Settlement Class. Counterclaimants and Counterclaimants’ counsel have considered the benefits to the Settlement Class that will be received as a result of this settlement, and the potential benefits, costs, uncertainties and risks of further litigating this matter, and have concluded that this settlement is fair, reasonable, adequate and in the best interests of Counterclaimants and the Settlement Class.

D. Atlantic Ambulance’s Denial of Wrongdoing and Liability

Atlantic Ambulance has denied and continues to deny each and every claim and contention alleged by Counterclaimants on behalf of the Settlement Class, including all claims

concerning Atlantic Ambulance's alleged conduct, as well as the contention that such conduct constitutes wrongdoing or gives rise to legal liability. Atlantic Ambulance also has denied and continues to deny, among other things, the allegations that Counterclaimants and/or Members of the Settlement Class have suffered any damage as a result of the alleged conduct. Moreover, there has been no final determination by the Court as to the factual allegations made against Atlantic Ambulance. Nonetheless, Atlantic Ambulance desires to settle the Litigation to avoid the further substantial expense, inconvenience and distraction of protracted and burdensome litigation. Atlantic Ambulance also has taken into account the uncertainty and risks inherent in this Litigation, and, without conceding the validity of Counterclaimants' claims or any deficiency in the defenses that they asserted or could assert in this Litigation or any other related action, have determined that it is desirable and beneficial that the Litigation be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

Therefore, Atlantic Ambulance and Counterclaimants agree to the terms and conditions of the settlement set forth herein, subject to the final approval of the Court.

SETTLEMENT AGREEMENT TERMS AND CONDITIONS

1. Definitions

As used in this Settlement Agreement, and any related documents attached hereto as exhibits, which are incorporated by reference herein, the following terms shall have the meanings specified below:

1.1 "Action," "Class Action" or "Litigation" means the actions now consolidated in the Superior Court of New Jersey, Law Division, Morris County, bearing the docket number MRS-L-264-12.

1.2 “Atlantic Ambulance’s Counsel” means Skadden, Arps, Slate, Meagher & Flom, LLP, 4 Times Square, New York, New York 10036, attention Lauren Aguiar, Esq.; and Schenck, Price, Smith & King, LLP, 220 Park Avenue, PO Box 991, Florham Park, NJ 07932, attention Peter Marra, Esq.

1.3 “Class Notice” means the “Notice of Proposed Class Action Settlement and Settlement Hearing” and “Summary Notice of Proposed Class Action Settlement and Settlement Hearing,” substantially in the forms attached hereto as Exhibits 1 and 2.

1.4 “Class Period” means the period beginning January 1, 2007 and ending on January 31, 2018.

1.5 “Counterclaimants’ Counsel” means McElroy, Deutsch, Mulvaney & Carpenter, LLP, 1300 Mount Kemble Avenue, P.O. Box 2075, Morristown, New Jersey 07962, attention Charles Quinn, Esq.

1.6 “Court” means the Superior Court of New Jersey, Law Division, Morris County.

1.7 “Effective Date” means the first business day after all of the events and conditions specified in Section 7 of this Settlement Agreement have been met and have occurred.

1.8 “Final Approval Hearing” means the hearing set by the Court, following notice thereof to all potential Settlement Class Members, for the purpose of determining the fairness, adequacy, and reasonableness of the Settlement, and issuing the Order Preliminarily Approving Settlement.

1.9 “Final Order Approving Settlement” means the Order to be entered by the Court approving the Settlement following the Final Approval Hearing.

1.10 “Notice Date” means the last date on which Counterclaimants’ Counsel or their designated agent mails and publishes the form of the Class Notice and Summary Class Notice.

1.11 "Parties" means, collectively, Atlantic Ambulance and Counterclaimants (on behalf of themselves and the Members of the Settlement Class) (individually, a "Party").

1.12 "Person" means an individual, corporation, limited liability company, partnership, limited partnership, joint venture, business trust, real estate investment trust, association, joint stock company, estate, legal representative, trust, unincorporated association, government entity or any political subdivision or agency thereof, or any other type of business or legal entity, and their spouses, heirs, predecessors, successors, representatives and/or assignees.

1.13 "Related Parties" means each of Atlantic Ambulance's present and former parent entities, subsidiaries, affiliates, officers, directors, attorneys, accountants, insurers, agents, employees, representatives, divisions, joint ventures, authorized independent sales representatives, dealers, any entity in which Atlantic Ambulance has or had a controlling interest, administrators, insurers, partners, and shareholders, and each of them, and their successors, assigns, and any member of their immediate families, or any past or present officers, directors, attorneys, accountants, insurers, agents, employees or representatives of each of the foregoing entities and their respective heirs, executors, spouses, representatives, administrators, and assigns.

1.14 "Released Claims" means any and all claims, demands, and causes of action of every nature and description whatsoever, known or unknown, choate or inchoate, asserted in the Litigation or which could have been asserted in the Litigation including, but not limited to, claims based upon alleged intentional or negligent misrepresentation, consumer fraud, unfair business practice, business and personal torts, and violation of any federal, state, local, statutory or common law or any rule, regulation, executive or administrative order or tariff, that have been or could have been asserted against any of the Released Persons in any forum by

Counterclaimants or any Member of the Settlement Class or any of them, or their heirs, successors and assigns, during the Class Period and through the present.

1.15 “Released Persons” means Atlantic Ambulance and its respective Related Parties.

1.16 “Settlement Class Member” or “Member of the Settlement Class” means a Person who falls within the definition of the Settlement Class as set forth herein and who has not timely requested exclusion from the Settlement Class.

1.17 “Settlement Sub-Class Member” or “Member of the Settlement Sub-Class” means a Person who falls within the definition of the Settlement Sub-Class as set forth herein and who has not timely requested exclusion from the Settlement Class.

1.18 “Settlement Class” means the class of Persons to be certified by the Court pursuant to the Notice Order, consisting of all Persons to whom Atlantic Ambulance’s Advanced Life Support (“ALS”) units responded or provided any services during the Class Period, but not including Medicare or Medicaid patients.

1.19 “Settlement Sub-Class” means the sub-class of Settlement Class Members who paid \$14 for one mile of transportation that was not provided.

2. Investigation and Discovery

2.1 Counterclaimants’ Counsel acknowledge that they have conducted sufficient discovery and investigation of this matter to fully evaluate the merits of the claims asserted by Counterclaimants in this Litigation. Once this Litigation and the settlement thereof are final, Counterclaimants and Counterclaimants’ Counsel hereby waive any rights they may otherwise have to conduct additional discovery regarding the issues raised in this Litigation. Once this Litigation and the settlement thereof are final, Counterclaimants and Counterclaimants’ Counsel additionally waive the right to pursue any additional claims against Atlantic Ambulance that may

have been discovered in the process of discovery and investigation of the claims asserted in this Litigation.

3. Agreement To Certification of Settlement Class

3.1 The Parties agree to the certification of the Settlement Class, for settlement purposes only, pursuant to New Jersey Court Rule 4:32-2. If this Settlement Agreement does not receive final approval from the Court, Atlantic Ambulance reserves its right to dispute class certification in the Litigation, and Atlantic Ambulance's agreement herein shall not be used, introduced or referenced in any way in support of any subsequent motion for class certification.

4. Notice Order And Settlement Hearing

4.1 Within 14 days of execution of this Settlement Agreement, Counterclaimants' Counsel shall apply to the Court for entry of an Order preliminarily approving this Settlement, substantially in the form of the Notice Order, which Notice Order shall include:

- (a) Preliminary approval of the settlement set forth in this Settlement Agreement and provisional certification of the Settlement Class pursuant to New Jersey Court Rule 4:32-2.
- (b) Setting deadlines for objecting to the Settlement and requesting exclusion from the Class and a date for the Final Approval Hearing;
- (c) Setting the Notice Date by which the mailing and publishing of the Class Notice and Summary Class Notice by Counterclaimants' Counsel or any agent it may designate for such purpose, such notices being substantially in the form attached hereto as Exhibits 1 and 2;
- (d) Directing that the Class Notice be disseminated by Counterclaimants' Counsel or its designated agent to all Persons in the Settlement Class by a mailing of the Class

Notice via U.S. Mail addressed to each such Person at that Person's last known address; that the Settlement Notice be published in the Star Ledger; and that the Settlement Agreement and the Class Notice be made available for download through the Internet and/or at a toll-free number by Counterclaimants' Counsel or its designated agent (the address of such Internet website shall not include any form of the words "Atlantic" or "Atlantic Ambulance");

(e) Determining that the manner of dissemination of the Class Notice and the Summary Class Notice described herein constitutes the best notice practicable under the circumstances, and constitutes valid, due and sufficient notice to all Persons in the Settlement Class, complying fully with New Jersey Court Rule 4:32 and all due process requirements of the United States Constitution and the New Jersey State Constitution;

(f) Determining that, pending final determination of whether the settlement contained in the Settlement Agreement should be approved, and to the fullest extent permitted by law, neither Counterclaimants nor any Member of the Settlement Class, either directly, representatively, or in any other capacity, shall commence, prosecute or continue, or cause to be commenced, prosecuted, or continued, any action or proceeding in any court or tribunal asserting any of the Released Claims against any of the Released Persons, or from taking any action that might contravene the terms of this Agreement of Settlement and the Notice Order, unless such Person or Persons shall have sought and received leave from this Court on such terms as are just, including, without limitation, being excluded from the Settlement Class.

5. Settlement Consideration

5.1 In consideration for the dismissal of all claims against Atlantic Ambulance and the releases exchanged herein, Atlantic Ambulance shall pay or cause to be paid for the benefit

of the Settlement Class the sum of \$130,000 in cash (the "Cash Amount"). The Payment shall be made as follows:

(a) On or before 14 days following preliminary Court approval of the Settlement, Atlantic Ambulance shall deposit the Cash Amount into an interest-bearing attorney trust account separately maintained by Counterclaimants' Counsel (the "Escrow Account"), with disbursements from such Escrow Account to be made only according to this Settlement Agreement; prior to the Effective Date, no disbursements from the Escrow Account other than actual costs of notice to the Settlement Class shall be made; and if the settlement is not finally approved, all remaining amounts in the Escrow Account, together with interest earned thereon, shall be paid to Atlantic Ambulance. The Parties acknowledge and agree that a material portion of the Cash Amount will be funded from the proceeds of Atlantic Ambulance's liability insurance and that the insurance carriers' compliance with their commitments to fund the Escrow Account is a material condition precedent to Atlantic Ambulance's obligations under this Settlement Agreement. Atlantic Ambulance will use its best efforts to cause these liability insurance carriers to comply with their commitments.

(b) The Parties shall treat the Escrow Account as a Qualified Settlement Fund within the meaning of Treasury Regulation § 1.468B-1, and all taxes with respect to earnings on the deposited funds shall be the responsibility of the Escrow Account.

(c) Any and all costs and expenses incurred by or on behalf of Counterclaimants and the Settlement Class associated with this Settlement Agreement and the Escrow Account, including but not limited to any taxes, administrative costs, any and all costs reasonably and actually incurred in connection with disseminating and publishing the Class Notice and administering and distributing proceeds to Members of the Settlement Class, any

incentive awards approved by the Court and paid to the Cullums and/or Hittis, and any award of attorneys' fees and expenses approved by the Court and paid to Counterclaimants' Counsel shall be paid solely from the Cash Amount. In no event shall Atlantic Ambulance, Atlantic Ambulance's Counsel, Counterclaimants or Counterclaimants' Counsel (or any of their insurance carriers) bear any responsibility for any of such costs and expenses other than Atlantic Ambulance's payment of the Cash Amount.

(d) Counterclaimants' Counsel or its designated agent shall be solely responsible for the plan of allocation, and actual distribution, of settlement proceeds among Members of the Settlement Class. Atlantic Ambulance, Atlantic Ambulance's Counsel, and all of the Released Parties shall have no role in or responsibility for the plan of allocation or distribution of any settlement proceeds, and shall have no liability to any person relating thereto.

(e) Atlantic Ambulance will provide to Counterclaimants' Counsel or its designated agent a list of all persons treated by Atlantic Ambulance's ALS units from January 1, 2007 through January 31, 2018, together with their last known addresses (the "Class List"). Counterclaimants' Counsel and/or its designated agent shall keep the Class List confidential, and only use the Class List for the purposes of distributing notice and cash distributions to the Settlement Class. If this Settlement Agreement is not finally approved, Counterclaimants' Counsel and/or its designated agent shall return the Class List to Atlantic Ambulance's Counsel and destroy any and all copies thereof.

5.2 The Parties shall seek, and shall agree to, the vacatur of all pending and outstanding discovery orders and fee awards. Counterclaimants and Counterclaimants' Counsel hereby waive any payments to Counterclaimants or Counterclaimants' Counsel relating to any

pending or outstanding discovery orders or fee awards, as Atlantic Ambulance's sole responsibility shall be to fund the Cash Amount.

6. Releases and Dismissals

6.1 Upon the Effective Date, except as otherwise provided in this Settlement Agreement, Counterclaimants and each Member of the Settlement Class shall be deemed to have, and by operation of the Final Order Approving Settlement shall have fully, finally, and forever released, relinquished, and discharged all Released Claims against each and all of the Released Persons.

6.2 Upon the Effective Date, except as otherwise provided in this Settlement Agreement, Atlantic Ambulance and all Released Persons and each Member of the Settlement Class shall be deemed to have, and by operation of the Final Order Approving Settlement shall have, fully, finally, and forever released, relinquished, and discharged all claims such Persons may have against the Counterclaimants and Counterclaimants' Counsel in any action that is being resolved by virtue of this settlement, including any action arising out of the investigation, initiation, litigation, prosecution or resolution of the Litigation and any other related actions being resolved hereunder, including but not limited to claims for libel, malicious prosecution or abuse of process.

7. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination

7.1 The Effective Date of this Settlement Agreement shall be conditioned upon the occurrence of all of the following events:

- (a) Entry of the Notice Order substantially in the form of Exhibit 3.
- (b) Entry of the Final Order Approving Settlement substantially in the form of Exhibit 4.

(c) The running of all periods within which an appeal may be taken from entry of the Final Order Approving Settlement without any appeal being taken or, in the event of such appeal, from final resolution of all such appeals.

7.2 The Parties shall cooperate in a joint effort to have this Settlement Agreement approved by the Court and any appellate courts. In the event that this Settlement Agreement is not approved by the Court (or any Appellate Courts) based on either these terms or as otherwise agreed to by the Parties or is otherwise cancelled in accordance with its terms, or the settlement set forth in this Settlement Agreement fails to become effective in accordance with its terms, it shall be null and void and shall have no force and effect, and neither this Settlement Agreement (including any and all of its provisions and the exhibits hereto), nor any drafts hereof, nor any of the negotiations and proceedings relating hereto: (i) shall be offered, received in evidence or otherwise used in the Litigation or in any other action or proceeding for any purpose, or (ii) shall prejudice the rights of any of the Parties hereto.

7.3 If more than 50 Settlement Class Members effectively request exclusion from this Settlement Agreement, Atlantic Ambulance shall have the option, in its sole discretion, to terminate this Settlement Agreement without any liability to Counterclaimants, Counterclaimants' Counsel or the Settlement Class for breach of the Settlement Agreement.

8. Public Statements

8.1 Any public statement made by Atlantic Ambulance, Atlantic Ambulance's Counsel, Counterclaimants' Counsel, the Cullums or the Hittis relating to the Litigation or this Settlement Agreement shall be mutually agreed upon by all Parties in writing in advance of any such statement.

9. Miscellaneous Provisions

9.1 The Parties (i) acknowledge that it is their intent to consummate this Settlement Agreement, and (ii) agree to cooperate to the extent necessary to effect and implement all terms and conditions of this Settlement Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of this Settlement Agreement. Each Party shall use its respective best efforts to cause the conditions to the obligations of each other Party herein to be satisfied, to the extent that the satisfaction is within the control of such Party. The Parties also covenant and represent that they shall take no action that would contravene or contradict any of the terms of this Settlement Agreement or the Notice Order, including but not limited to requesting an Order from any other court that would have the effect of either superseding or contradicting the terms of this Settlement Agreement or limit, enjoin or supersede the presentation or approval of the terms of the Settlement Agreement in this Litigation before and by the Court. Nothing in this Section shall be considered a limitation on the covenants and obligations of the Parties set forth elsewhere in this Settlement Agreement.

9.2 The Parties agree that neither this Settlement Agreement nor any document referred to herein, nor any action taken to carry out this Settlement Agreement, is, may be construed as, or may be used as evidence of, an admission or concession on the part of Atlantic Ambulance or Counterclaimants with respect to any claims or potential claims or of any fault or liability or wrongdoing or damage whatsoever, any infirmity in the defenses that Atlantic Ambulance has asserted or intended to assert in this Litigation or any other related action, or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of the Released Persons. The Parties agree that the amount of the settlement set forth in this Settlement Agreement, as well as the other terms of this

Settlement Agreement, reflect a good faith settlement of Counterclaimants' and the Settlement Class' claims, reached voluntarily after consultation with legal counsel and with the assistance of Judge DeAngelis. Neither this Settlement Agreement nor the terms contained herein, nor any act performed or document executed pursuant to or in furtherance of this Settlement Agreement, is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Persons in any civil, criminal or administrative proceeding in any court, administrative agency, or other tribunal. Neither this Settlement Agreement nor any of its provisions nor any of the exhibits hereto nor any of the documents, negotiations, or proceedings related hereto shall be offered or received in evidence in any action or proceeding of any nature or otherwise referred to or used in any manner in any court or other tribunal, except to enforce or to implement the terms of this Settlement Agreement; provided, however, that the Released Persons or any of them may file this Settlement Agreement and/or the Final Order Approving Settlement from this Litigation in any other action that may be brought against them or any of them by any of the Members of the Settlement Class or any other Released Party, to enforce this Settlement Agreement or to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, settlement, Final Order Approving Settlement bar or reduction, or any theory of claim preclusion or issue preclusion or any other defense or counterclaim.

9.3 All of the exhibits to this Settlement Agreement are material and integral parts hereof and are fully incorporated herein by this reference.

9.4 This Settlement Agreement and the exhibits attached hereto constitute the entire agreement among the Parties hereto and supersede and replace any prior documents, letter agreements or memoranda of understanding executed by the Parties or their representatives

except as otherwise agreed or ordered, in which case the terms of any prior agreement approved by the Parties will remain in effect.

9.5 No representations, warranties, or inducements have been made to any Party concerning this Settlement Agreement or its exhibits other than the representations, warranties, and covenants contained and memorialized in such documents, except as expressly herein provided.

9.6 Except as otherwise provided herein, each Party shall bear its own costs and expenses, including attorneys' fees, of this Litigation (including but not limited to any appeals).

9.7 This is a fully integrated agreement and may be amended or modified only by a written instrument signed by or on behalf of all Parties, including their counsel or their successors-in-interest, and that states the material terms of such modifications or amendments.

9.8 Counterclaimants' Counsel, on behalf of the Settlement Class, hereby warrant that they are expressly authorized by Counterclaimants to take all appropriate action required or permitted to be taken pursuant to this Settlement Agreement to effect its terms and may enter into any modifications or amendments to this Settlement Agreement on behalf of the Settlement Class which they deem appropriate with the consent of Counterclaimants or if approved by the Court.

9.9 Each counsel or other Person executing this Settlement Agreement or any of its exhibits on behalf of any Party hereto hereby warrants that such Person has the full authority to do so.

9.10 This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. Counsel for the Parties to this Settlement Agreement shall exchange among themselves original

signed counterparts and a complete set of original executed counterparts shall be filed with the Court with the request for entry of the Notice Order.

9.11 This Settlement Agreement shall be binding upon, and inure to the benefit of, the Parties hereto, all Settlement Class Members, and their respective heirs, executors, administrators, personal representatives, successors and assigns.

9.12 The Parties acknowledge that they each participated in drafting this Settlement Agreement, and there shall be no presumption against any Party on the ground that such Party was responsible for drafting or preparing this Settlement Agreement or any part hereof.

9.13 Where necessary within this Settlement Agreement, in order to give full effect to the provisions herein, and unless the contrary is stated, the masculine form of a pronoun includes the feminine, and vice versa, and the singular form of a noun includes the plural, and vice versa.

9.14 The waiver by one Party of any breach of this Settlement Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Settlement Agreement.

9.15 This Settlement Agreement and the exhibits hereto shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the State of New Jersey, and the rights and obligations of the Parties to this Settlement Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey without giving effect to that State's choice of law principles.

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed effective as of this 15 day of October, 2018.

Counterclaimants

By: _____
Printed Name: John G. Cullum

By: _____
Printed Name: Mary Clare Cullum

By: _____
Printed Name: Hala Hitti

By: _____
Printed Name: Antoine Hitti

Atlantic Ambulance Corp.

By:  _____
Printed Name: Kevin Lenahan