

**SETTLEMENT AGREEMENT
And
GENERAL RELEASE**

THEIR SETTLEMENT AGREEMENT and GENERAL RELEASE (hereinafter "their Agreement") is entered into by and between SHELLY IMPERATORE (hereinafter "plaintiff" and the COUNTY OF ATLANTIC (hereinafter "defendant"); and

WHEREAS, plaintiff SHELLY IMPERATORE filed a Complaint against defendant in the Superior Court of New Jersey, Atlantic County, entitled SHELLY IMPERATORE v. COUNTY OF ATLANTIC, bearing Docket Number ATL-L-254-12 and has asserted claims against the COUNTY OF ATLANTIC in connection with alleged events occurring during plaintiff's employment with the defendant; and

WHEREAS, the parties settled all controversies between them, including plaintiff's claims bearing Docket Number ATL-L-254-12 and including any and all related claims which could have been asserted as if the effective date of the settlement as defined in ¶ 10 herein, whether such claims are presently known or unknown; and

WHEREAS, all parties acknowledge that the merits of the controversy are in dispute and have not been fully adjudicated, and that no party admits any liability to any other, but all have reasons to desire amicable resolution of the matter, including to avoid the costs of litigation; and

NOW, for and in consideration of the agreements, covenants and conditions herein contained, the adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, the parties agree as follows:

1. **The Terms of Settlement:**

(a) The defendant COUNTY OF ATLANTIC hereby agrees to pay plaintiff SHELLY IMPERATORE, the settlement amount of \$125,000.00. This settlement amount is for non-economic damages including pain, suffering, humiliation, embarrassment, loss of enjoyment of life, disability, attorneys' fees and costs, said settlement amount being fully and completely inclusive of all claims of any nature, sort, or variety, including claims for attorneys' fees and costs incurred by counsel for plaintiff. No part of the payment represents, or is intended to represent, payment for lost income or for punitive damages, it being the intention of the parties that their payment is solely to compensate the plaintiff for losses in the nature of personal injury. The parties stipulate to make it clear that the payment is not intended to represent economic gain to the plaintiff.

(b) Plaintiff represents that her allegations against the defendant arise out of the alleged conduct which plaintiff contends resulted in non-

economic damages, including loss of enjoyment of life, humiliation and embarrassment, notwithstanding the fact that defendant vigorously and wholly denies plaintiff's allegations and are settling their matter for reasons other than the merits of plaintiff's claims, including the avoidance of the cost of litigation. Settlement does not represent an admission of liability by any party.

(c) Parties understand and agree that an IRS form 1099 designating the settlement amount as "other income" may be issued. Plaintiff agrees to assume full liability for applicable state, federal and local taxes, if any, that may be required by law to be paid with respect to any settlement payment described herein. Plaintiff further agrees that in the event that the Internal Revenue Service or any other taxing authority deems any tax, interest, penalties or other amounts to be due from defendant with respect to her settlement, he will indemnify the defendant for any sums defendant may be required to pay, exclusive of attorneys' fees and costs. It is the intent of the parties for the payment in (a) above will be defendant's total payment to or for the benefit of plaintiff.

(d) The parties understand and agree that plaintiff assumes full liability for all applicable state, federal and local taxes, if any, that he may be required by law to pay with respect to any settlement payment described herein. Plaintiff further agrees that in the event the Internal Revenue Service or any other taxing authority finally determines, after any contested proceedings, that any taxes, interest, penalties or other amounts are due from the defendant, same are the responsibility of plaintiff.

(e) Plaintiff agrees that, but for their Settlement Agreement and General Release, he would not be entitled to the aforesaid payments and other terms of settlement described herein.

2. **Dismissal of Action.** Plaintiff understands and agrees that counsel for the defendant will file with the Superior Court of New Jersey, Atlantic County, and the executed original of the Stipulation of Dismissal with prejudice with regard to Docket Number ATL-L-254-12. The parties understand and agree that the terms of the aforesaid dismissals are expressly incorporated by reference within their Settlement Agreement and General Release as if fully set forth herein.

3. **Release in Consideration for Payment and Other Consideration provided for in their Agreement:** In consideration of the payment and other consideration provided for in their Agreement, plaintiff, and for her estate and her heirs, waives, releases and gives up any and all claims, demands, obligations, damages, liabilities, causes of action and rights, in law or in equity, known and unknown, that he may have against defendant, its agents, representatives and employees (present and former), and its respective successors and assigns, heirs, executors and personal or

legal representatives, based upon any act, event or omission occurring before the execution of their Agreement, including, but not limited to, any events related to, arising from or in connection with plaintiff's employment and/or association with the defendant. Plaintiff specifically waives, releases and gives up any and all claims arising from or relating to plaintiff's employment and/or association with the defendant based upon any act, event or omission occurring before the date of their Settlement Agreement, including, but not limited to, any claim that was asserted or could have been asserted under any federal and/or state statutes, regulations or common law. Plaintiff specifically waives, releases and gives up any and all claims arising from or relating to her employment and/or relationship and/or association with defendant, based upon any act, event or omission occurring before the effective date of the Settlement as defined in ¶10, including, but not limited to, any claim that was asserted or could have been asserted under any federal and/or state statutes, regulations and/or common law, expressly including, but not limited to, any potential claim relating to the following (along with any amendments thereto):

- a. The National Labor Relations Act;
- b. Title VII of the Civil Rights Act of 1964;
- c. Sections 1981 through 1988 of Title 42 of the United States Code;
- d. The Employment Retirement Income Security Act of 1974;
- e. The Immigration Reform Control Act;
- f. The Americans with Disabilities Act of 1990;
- g. The Age Discrimination & Employment Act of 1967;
- h. The Fair Labor Standards;
- i. The Occupational Safety & Health Act;
- j. The Family & Medical Leave Act of 1993;
- k. The Equal Pay Act;
- l. The New Jersey Law against Discrimination;
- m. The New Jersey Minimum Wage Law;
- n. The Equal Pay Law for New Jersey;
- o. The New Jersey Worker Health & Safety Act;
- p. The New Jersey Family Leave Act;
- q. The New Jersey Conscientious Employee Protection Act;
- r. Any anti-retaliation provision of any statute or law;
- s. Any other federal, state or local, civil or human rights law of any other local, state or federal law, regulation or ordinance, any provision of any federal state constitution, any public policy, contract, tort or common law, conversion, spoliation or any losses, injuries or damages (including back pay, front pay, liquidated, compensatory or punitive damages, attorneys' fees and litigation costs.

4. **No Claims Permitted/Covenant Not to Sue:** Plaintiff waives her right to file any charge or complaint on her own behalf and/or participate as a complainant, a plaintiff, or charging party in any charge or complaint which may be made by any other person or organization on their behalf, with respect to anything which has happened up to the execution of their Agreement before any federal, state or local court or administrative agency including the EEOC and the DCR, against the defendant, except

if such a waiver is prohibited by law. Should any charge or complaint be filed, plaintiff agrees that he will not accept any relief or recovery therefrom. Plaintiff confirms that no such charge, complaint or action exists in any forum or form other than the complaint bearing Docket Number ATL-L-254-12, and hereby covenants not to file any charge, complaint or action in any forum or form against the defendant based upon anything which is encompassed by the terms of their Agreement. Except as prohibited by law, in the event that any such charge, complaint or action is filed by plaintiff, it shall be dismissed with prejudice upon presentation of their Agreement.

5. **Attorneys' Fees and Costs:** Plaintiff agrees that plaintiff will bear her own costs and attorneys' fees which have been incurred in connection with the within matter and in connection with the negotiation and preparation of their Agreement and that no amounts other than the payment to be made pursuant to ¶1(a) of their Agreement and the allocation set forth therein shall be sought by or owed to plaintiff or her attorneys by defendant in connection with their matter; the parties also agree that no monies shall be sought by any defendant from plaintiff.

6. **No Admission of Liability:** It is expressly understood that neither the execution of their Agreement nor any other action taken by defendants in connection with plaintiff's alleged claims or their Settlement, constitutes an admission by any defendant of any violation of any law, duty or obligation, or that any decisions or actions taken in connection with plaintiff's employment were unwarranted, unjustified, retaliatory, discriminatory, wrongful or otherwise unlawful.

7. **Entire Agreement:** Their Agreement contains the sole and entire agreement between the parties hereto and fully supersedes any and all prior agreements and understandings pertaining to the subject matter hereof, and is intended to memorialize the settlement of plaintiff's claims. Plaintiff represents and acknowledges that, prior to executing their Agreement, he consulted her attorney, that he had ample time to do so, that he obtained the advice of counsel prior to making the decision to execute their Agreement and that he had not relied upon any representation or statement not set forth in their Agreement made by any defendant hereto or defendant's counsel or representatives, with regard to the subject matter of their Agreement. No other promises or agreements shall be binding unless in writing, signed by the parties hereto, and expressly stated to represent an amendment to their Agreement.

8. **Severability:** The parties agree that if any court declares any portion of their Agreement unenforceable, the remaining portion shall be fully enforceable.

9. **Applicable Law:** Their Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey. The parties agree that any action to enforce or interpret their Agreement shall only be brought in a court of competent jurisdiction in the State of New Jersey, which parties hereby acknowledge and agree to the Superior Court of New Jersey in Atlantic County.

10. **Effective Date:** Their Agreement will become effective on the date on which all parties to their Agreement have executed their Settlement Agreement and General Release.

11. Their Settlement Agreement and General Release is not intended to be used and shall not be used as evidence of for any other purpose in any other action or proceeding, other than evidence of the parties' compromise as set forth herein or to enforce the terms of their Settlement Agreement and General Release.

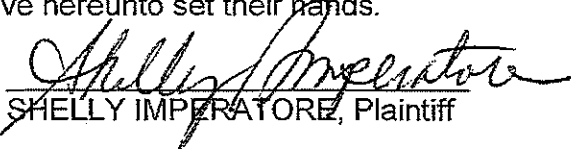
12. To the extent permissible by law, the terms of their Settlement Agreement shall not be publicly disclosed and shall be held confidential by all parties and attorneys involved in their case.

13. BY SIGNING THEIR SETTLEMENT AGREEMENT AND GENERAL RELEASE, PLAINTIFF ACKNOWLEDGES:

- A. SHE HAS READ IT;
- B. SHE UNDERSTANDS IT AND KNOWS HE IS GIVING UP IMPORTANT RIGHTS;
- C. SHE AGREES WITH EVERYTHING IN IT;
- D. HER ATTORNEY NEGOTIATED THEIR SETTLEMENT AGREEMENT AND GENERAL RELEASE WITH HER KNOWLEDGE AND CONSENT;
- E. SHE HAS BEEN ADVISED TO CONSULT WITH HER ATTORNEY PRIOR TO EXECUTING THEIR SETTLEMENT AGREEMENT AND GENERAL RELEASE, AND HAS IN FACT DONE SO; AND
- F. SHE HAS SIGNED THEIR SETTLEMENT AGREEMENT AND GENERAL RELEASE KNOWINGLY AND VOLUNTARILY.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

Dated: 1/20/14


SHELLY IMPERATORE, Plaintiff

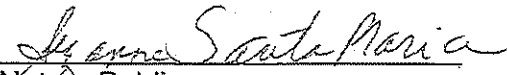
STATE OF NEW JERSEY:

SS.

COUNTY OF Camden:

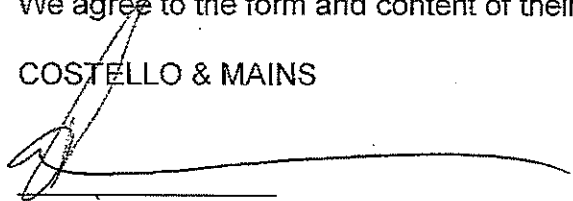
I certify that on the 26th day of January, 2014, SHELLY IMPERATORE personally appeared before me and acknowledged under oath, to my satisfaction, that their person (or if more than one, each person):

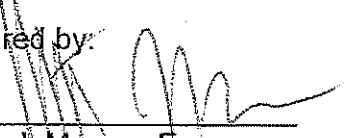
- a. is named in and personally signed their document; and
- b. signed, sealed and delivered their document as her act and deed.


Notary Public SUZANNE P. SANTA MARIA
Notary Public, State of New Jersey
Amendment & General Release.
Qualified in Camden County
Commission Expires February 6, 2016

We agree to the form and content of their Settlement Agreement

COSTELLO & MAINS


Prepared by:


Arthur J. Murray, Esq.

**SETTLEMENT AGREEMENT
And
GENERAL RELEASE**

THEIR SETTLEMENT AGREEMENT and GENERAL RELEASE (hereinafter "their Agreement") is entered into by and between THERESA HILES (hereinafter "plaintiff" and the COUNTY OF ATLANTIC (hereinafter "defendant"); and

WHEREAS, plaintiff THERESA HILES filed a Complaint against defendant in the Superior Court of New Jersey, Atlantic County, entitled THERESA HILES v. COUNTY OF ATLANTIC, bearing Docket Number ATL-L-10457-11 and has asserted claims against the COUNTY OF ATLANTIC in connection with alleged events occurring during plaintiff's employment with the defendant; and

WHEREAS, the parties settled all controversies between them, including plaintiff's claims bearing Docket Number ATL-L-10457-11 and including any and all related claims which could have been asserted as if the effective date of the settlement as defined in ¶ 10 herein, whether such claims are presently known or unknown; and

WHEREAS, all parties acknowledge that the merits of the controversy are in dispute and have not been fully adjudicated, and that no party admits any liability to any other, but all have reasons to desire amicable resolution of the matter, including to avoid the costs of litigation; and

NOW, for and in consideration of the agreements, covenants and conditions herein contained, the adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, the parties agree as follows:

1. **The Terms of Settlement:**

(a) The defendant COUNTY OF ATLANTIC hereby agrees to pay plaintiff THERESA HILES, the settlement amount of \$135,000.00. This settlement amount is for non-economic damages including pain, suffering, humiliation, embarrassment, loss of enjoyment of life, disability, attorneys' fees and costs, said settlement amount being fully and completely inclusive of all claims of any nature, sort, or variety, including claims for attorneys' fees and costs incurred by counsel for plaintiff. No part of the payment represents, or is intended to represent, payment for lost income or for punitive damages, it being the intention of the parties that their payment is solely to compensate the plaintiff for losses in the nature of personal injury. The parties stipulate to make it clear that the payment is not intended to represent economic gain to the plaintiff.

(b) Plaintiff represents that her allegations against the defendant arise out of the alleged conduct which plaintiff contends resulted in non-

economic damages, including loss of enjoyment of life, humiliation and embarrassment, notwithstanding the fact that defendant vigorously and wholly denies plaintiff's allegations and are settling their matter for reasons other than the merits of plaintiff's claims, including the avoidance of the cost of litigation. Settlement does not represent an admission of liability by any party.

(c) Parties understand and agree that an IRS form 1099 designating the settlement amount as "other income" may be issued. Plaintiff agrees to assume full liability for applicable state, federal and local taxes, if any, that may be required by law to be paid with respect to any settlement payment described herein. Plaintiff further agrees that in the event that the Internal Revenue Service or any other taxing authority deems any tax, interest, penalties or other amounts to be due from defendant with respect to her settlement, he will indemnify the defendant for any sums defendant may be required to pay, exclusive of attorneys' fees and costs. It is the intent of the parties for the payment in (a) above will be defendant's total payment to or for the benefit of plaintiff.

(d) The parties understand and agree that plaintiff assumes full liability for all applicable state, federal and local taxes, if any, that he may be required by law to pay with respect to any settlement payment described herein. Plaintiff further agrees that in the event the Internal Revenue Service or any other taxing authority finally determines, after any contested proceedings, that any taxes, interest, penalties or other amounts are due from the defendant, same are the responsibility of plaintiff.

(e) Plaintiff agrees that, but for their Settlement Agreement and General Release, he would not be entitled to the aforesaid payments and other terms of settlement described herein.

2. **Dismissal of Action.** Plaintiff understands and agrees that counsel for the defendant will file with the Superior Court of New Jersey, Atlantic County, and the executed original of the Stipulation of Dismissal with prejudice with regard to Docket Number ATL-L-10457-11. The parties understand and agree that the terms of the aforesaid dismissals are expressly incorporated by reference within their Settlement Agreement and General Release as if fully set forth herein.

3. **Release in Consideration for Payment and Other Consideration provided for in their Agreement:** In consideration of the payment and other consideration provided for in their Agreement, plaintiff, and for her estate and her heirs, waives, releases and gives up any and all claims, demands, obligations, damages, liabilities, causes of action and rights, in law or in equity, known and unknown, that he may have against defendant, its agents, representatives and employees (present and former), and its respective successors and assigns, heirs, executors and personal or

legal representatives, based upon any act, event or omission occurring before the execution of their Agreement, including, but not limited to, any events related to, arising from or in connection with plaintiff's employment and/or association with the defendant. Plaintiff specifically waives, releases and gives up any and all claims arising from or relating to plaintiff's employment and/or association with the defendant based upon any act, event or omission occurring before the date of their Settlement Agreement, including, but not limited to, any claim that was asserted or could have been asserted under any federal and/or state statutes, regulations or common law. Plaintiff specifically waives, releases and gives up any and all claims arising from or relating to her employment and/or relationship and/or association with defendant, based upon any act, event or omission occurring before the effective date of the Settlement as defined in ¶10, including, but not limited to, any claim that was asserted or could have been asserted under any federal and/or state statutes, regulations and/or common law, expressly including, but not limited to, any potential claim relating to the following (along with any amendments thereto):

- a. The National Labor Relations Act;
- b. Title VII of the Civil Rights Act of 1964;
- c. Sections 1981 through 1988 of Title 42 of the United States Code;
- d. The Employment Retirement Income Security Act of 1974;
- e. The Immigration Reform Control Act;
- f. The Americans with Disabilities Act of 1990;
- g. The Age Discrimination & Employment Act of 1967;
- h. The Fair Labor Standards;
- i. The Occupational Safety & Health Act;
- j. The Family & Medical Leave Act of 1993;
- k. The Equal Pay Act;
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- m. The New Jersey Minimum Wage Law;
- n. The Equal Pay Law for New Jersey;
- o. The New Jersey Worker Health & Safety Act;
- p. The New Jersey Family Leave Act;
- q. The New Jersey Conscientious Employee Protection Act;
- r. Any anti-retaliation provision of any statute or law;
- s. Any other federal, state or local, civil or human rights law of any other local, state or federal law, regulation or ordinance, any provision of any federal state constitution, any public policy, contract, tort or common law, conversion, spoliation or any losses, injuries or damages (including back pay, front pay, liquidated, compensatory or punitive damages, attorneys' fees and litigation costs.

4. **No Claims Permitted/Covenant Not to Sue:** Plaintiff waives her right to file any charge or complaint on her own behalf and/or participate as a complainant, a plaintiff, or charging party in any charge or complaint which may be made by any other person or organization on their behalf, with respect to anything which has happened up to the execution of their Agreement before any federal, state or local court or administrative agency including the EEOC and the DCR, against the defendant, except

if such a waiver is prohibited by law. Should any charge or complaint be filed, plaintiff agrees that he will not accept any relief or recovery therefrom. Plaintiff confirms that no such charge, complaint or action exists in any forum or form other than the complaint bearing Docket Number ATL-L-10457-11, and hereby covenants not to file any charge, complaint or action in any forum or form against the defendant based upon anything which is encompassed by the terms of their Agreement. Except as prohibited by law, in the event that any such charge, complaint or action is filed by plaintiff, it shall be dismissed with prejudice upon presentation of their Agreement.

5. **Attorneys' Fees and Costs:** Plaintiff agrees that plaintiff will bear her own costs and attorneys' fees which have been incurred in connection with the within matter and in connection with the negotiation and preparation of their Agreement and that no amounts other than the payment to be made pursuant to ¶1(a) of their Agreement and the allocation set forth therein shall be sought by or owed to plaintiff or her attorneys by defendant in connection with their matter; the parties also agree that no monies shall be sought by any defendant from plaintiff.

6. **No Admission of Liability:** It is expressly understood that neither the execution of their Agreement nor any other action taken by defendants in connection with plaintiff's alleged claims or their Settlement, constitutes an admission by any defendant of any violation of any law, duty or obligation, or that any decisions or actions taken in connection with plaintiff's employment were unwarranted, unjustified, retaliatory, discriminatory, wrongful or otherwise unlawful.

7. **Entire Agreement:** Their Agreement contains the sole and entire agreement between the parties hereto and fully supersedes any and all prior agreements and understandings pertaining to the subject matter hereof, and is intended to memorialize the settlement of plaintiff's claims. Plaintiff represents and acknowledges that, prior to executing their Agreement, he consulted her attorney, that he had ample time to do so, that he obtained the advice of counsel prior to making the decision to execute their Agreement and that he had not relied upon any representation or statement not set forth in their Agreement made by any defendant hereto or defendant's counsel or representatives, with regard to the subject matter of their Agreement. No other promises or agreements shall be binding unless in writing, signed by the parties hereto, and expressly stated to represent an amendment to their Agreement.

8. **Severability:** The parties agree that if any court declares any portion of their Agreement unenforceable, the remaining portion shall be fully enforceable.

9. **Applicable Law:** Their Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey. The parties agree that any action to enforce or interpret their Agreement shall only be brought in a court of competent jurisdiction in the State of New Jersey, which parties hereby acknowledge and agree to the Superior Court of New Jersey in Atlantic County.

10. **Effective Date:** Their Agreement will become effective on the date on which all parties to their Agreement have executed their Settlement Agreement and General Release.

11. Their Settlement Agreement and General Release is not intended to be used and shall not be used as evidence of for any other purpose in any other action or proceeding, other than evidence of the parties' compromise as set forth herein or to enforce the terms of their Settlement Agreement and General Release.

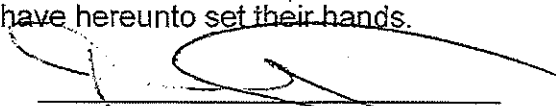
12. To the extent permissible by law, the terms of their Settlement Agreement shall not be publicly disclosed and shall be held confidential by all parties and attorneys involved in their case.

13. BY SIGNING THEIR SETTLEMENT AGREEMENT AND GENERAL RELEASE, PLAINTIFF ACKNOWLEDGES:

- A. SHE HAS READ IT;
- B. SHE UNDERSTANDS IT AND KNOWS HE IS GIVING UP IMPORTANT RIGHTS;
- C. SHE AGREES WITH EVERYTHING IN IT;
- D. HER ATTORNEY NEGOTIATED THEIR SETTLEMENT AGREEMENT AND GENERAL RELEASE WITH HER KNOWLEDGE AND CONSENT;
- E. SHE HAS BEEN ADVISED TO CONSULT WITH HER ATTORNEY PRIOR TO EXECUTING THEIR SETTLEMENT AGREEMENT AND GENERAL RELEASE, AND HAS IN FACT DONE SO; AND
- F. SHE HAS SIGNED THEIR SETTLEMENT AGREEMENT AND GENERAL RELEASE KNOWINGLY AND VOLUNTARILY.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

Dated: 1/20/14


THERESA HILES, Plaintiff

STATE OF NEW JERSEY:

COUNTY OF Camden : SS.

I certify that on the 20th day of January, 2014, THERESA HILES personally appeared before me and acknowledged under oath, to my satisfaction, that their person (or if more than one, each person):

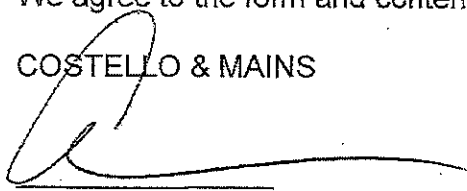
- a. is named in and personally signed their document; and
- b. signed, sealed and delivered their document as her act and deed.

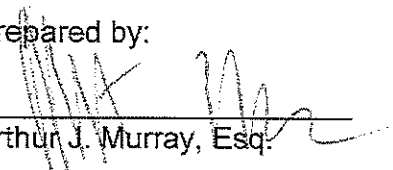

Notary Public SUZANNE P. SANTA MARIA
Notary Public, State of New Jersey
I.D. No. 81010
Qualified in County of Essex.

We agree to the form and content of their Settlement Agreement and General Release.

Commission Expires February 6, 2016

COSTELLO & MAINS


Prepared by:


Arthur J. Murray, Esq.